

ARTICLE V
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner other than Declarant, by accepting a deed to or land contract for a Platted Residential Lot (whether or not it shall be so expressed in such instrument), shall be deemed to covenant to pay to the Association:

- (1) regular annual assessments, and
- (2) special assessments for capital improvement, such regular annual and special assessments to be established and collected as hereinafter provided. The regular annual and special assessments, which may be collected on a monthly, quarterly, or yearly basis, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Owner's Platted Residential Lot, and shall be a continuing lien upon the Platted Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Platted Residential Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The regular annual and special assessments levied by the Association shall be used exclusively to administer these covenants, to maintain and improve the Common Area, and generally to promote the recreation, health, safety, comfort, convenience and welfare of the Owners of Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

Section 3. Maximum Regular Annual Assessments.

A. The first year in and for which regular annual assessments shall be established and collected shall be the calendar

year 1979. The regular annual assessment for such year shall not exceed \$1,500.00.

B. Beginning January 1, 1979, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

C. Beginning January 1, 1979, the maximum regular annual

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B. Beginning January 1, 1979, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

C. Beginning January 1, 1979, the maximum regular annual assessment may be increased above 10% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

D. The Board of Directors may fix the regular annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the regular annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article V shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast 50% of all votes entitled to be cast by the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement,

and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both regular annual and special assessments must be fixed at a uniform rate for all Platted Residential Lots or Units subject to assessment.

Section 7. Date of Commencement of Regular Annual Assessments; Due Dates.

The regular annual assessments provided for herein shall commence as to all lots subject thereto on the first day of 1979. The Board of Directors shall fix the amount of the regular annual assessment against each lot or unit at least 30 days in advance of the beginning of each annual assessment period. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Platted Residential Lot or Unit have been paid.

Section 8. Proration.

When an Owner purchases a Platted Residential Lot or Unit after January 1, 1979, his liability for the regular and special assessments which have been established for the year of purchase shall be prorated in accordance with the number of days remaining in that year on the date of purchase. Such prorated assessments shall be due and payable on the day of closing.

Section 9. Effect of Nonpayment of Assessment; Remedies of the Association.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per

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annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Platted Residential Lot or Unit subject thereto. No Owner subject to assessment may waive or otherwise escape liability for the assessments provided for herein by nonuse of the lot or abandonment of his lot. The Association may

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annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Platted Residential Lot or Unit subject thereto. No Owner subject to assessment may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot. The Association may suspend a delinquent Owner's voting rights and his right to use, enjoy and have the benefit of the Common Area for such period as his delinquency continues.

Section 10. Subordination of Assessment Liens to Declarant's Security Interest.

The lien of the assessments provided for herein shall be subordinate to any security interest of Declarant in any Platted Residential Lot or Unit which secures any Owner's obligation to pay Declarant the purchase price of such Platted Residential Lot or Unit.

ARTICLE VI

ARCHITECTURAL CONTROLS

No building, fence, wall or other structure shall be commenced, erected or maintained upon Platted Residential Lots or the common Area or any part thereof, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three members appointed by the Board. All residential homes must have an appraised value as of June 30, 1978 of \$50,000.00 or more with the lot nor being credit for more than 20% of the appraised value and all multi-family dwelling units shall have an appraised value of not less than

\$30,000.00 per unit. The appraiser must be approved by the Board of Directors. In the event said Board, or the Architectural Control Committee designated by it, fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

No landscaping work, including the removal of natural trees, shrubs, brush and other ground cover, shall be undertaken on any Platted Residential Lot until the plans and specifications showing the nature and other details of the proposed work shall have been submitted to and approved in writing by the Board of Directors of the Association or by the aforementioned Architectural Control Committee appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove of such proposed landscaping work within 45 days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VII

LAND USE RESTRICTIONS

Section 1. The following land uses shall be allowed:

- (a) Single-family Residential Lots 21-55 and 58-59 inclusive, shall be used for single-family residential only.
- (b) Multi-family Residential Lots 1-20 and 57 and 56 inclusive, shall be used for multi-family not exceeding two attached dwelling units per lot.

Section 2. There shall be no water wells on Platted Residential Lots. Owners of such lots desiring a water supply must be connected to the central community water system to be installed by Declarant.

Section 3. No sewage or sanitary waste disposal facility of any kind other than the central community sewer system to be installed by Declarant shall be installed or used upon the Real Property. Owners of Platted Residential Lots or Units requiring sewer or sanitary waste disposal service must obtain the same from the said central community sewer system.

Section 4. No signs shall be erected or maintained on any Platted Residential

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Section 4. No signs shall be erected or maintained on any Platted Residential Lot except;

(a) one sign of not more than one square foot, identifying lot owners or occupations, and

(b) one sign of not more than two square feet, advertising a Platted Residential Lot or Unit for sale or rent.

Nothing herein shall preclude Declarant or its sales agent from erecting and maintaining such temporary signs and structures as may, in Declarant's judgment, promote the development and sale of Platted Residential Lots or other interests in the Real Property.

Section 5. No Platted Residential Lots or Units shall be used for the keeping, raising, or breeding of animals. However, common household pets such as dogs and cats may be kept on a Platted Residential Lot for noncommercial purposes if and so long as they do not become a nuisance and dogs must be leashed at all times or under the direct supervision of Owner.

Section 6. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including particularly inoperable automobiles, appliances, and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the Real Property. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose. The Owner or occupant of each Platted Residential Lot or Unit shall be responsible for the disposal of solid waste at legally established solid waste disposal facilities outside the Real Property.

Section 7. No Platted Residential Lots or Units or Multi-family lots shall ever be subdivided.

Section 8. The use of firearms or explosives is prohibited, except as required for construction work duly authorized by the Board of Directors or the Architectural Control Committee.

Section 9. No owner shall change or interfere with the natural drainage of the Real Property without the prior written approval of the Board of Directors or the Architectural Control Committee.

Section 10.

A. The permanent use or storage upon Platted Residential Lots of house trailers, mobile homes and similar vehicles as dwellings is prohibited. Such vehicles may be used temporarily, with the written approval of the Board of Directors or the Architectural Control Committee, and upon such terms and conditions as the Board of Directors or the Architectural Control Committee may choose to prescribe.

B. Boat trailers and boats may be parked or stored on Platted Residential Lots with the written permission of the Board of Directors or the Architectural Control Committee, provided they are adequately screened from public view. The Board of Directors or the Architectural Control Committee shall determine what constitutes adequate screening, and such determination shall be conclusive.

Section 11. No basements, garages, sheds, shacks, out-buildings or impermanent structures such as tents shall be used as dwellings on any Platted Residential Lot.

Section 12. No fuel tanks shall be maintained above ground on any Platted Residential Lot.

Section 13. No vehicle shall be parked or stored on the Common Area except those portions of which have been specifically

set aside and designated as parking lots by the Association. No vehicle shall ever be abandoned or dismantled and no major vehicle repair work shall ever be performed on any part of the Common Area. No vehicle in an extreme state of disrepair shall ever be parked or permitted to remain on any part of the Common Area for more than 48 hours. A vehicle shall be deemed in an extreme state of disrepair when it is incapable of moving under its own

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If any lot Owner violates the foregoing regulations or permits a violation thereof by members of his family, his invitees or his licensees, and fails to cure such violation within 48 hours of having been notified thereof by the Association or the Architectural Control Committee, the Association may correct the offending condition and add the cost of such correction to the assessments to which such Owner's lot or unit is subject.

Section 14. No Platted Residential Lot or Unit shall ever be used in a fashion which unreasonably interferes with the other lot Owners' or the Association's right to use and enjoy the Common Area. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a Platted Residential Lot unreasonably interferes with those rights, and such determination shall be conclusive.

ARTICLE VIII

BUILDING RESTRICTIONS

Section 1. Only detached single-family and multi-family residences/units where designated and appurtenant outbuildings

such as garages, woodsheds and the like, may be constructed or permitted to remain on Platted Residential Lots. Only one such residence may be built on each Platted Residential Lot except where designated multi-family.

Section 2. No construction of such a dwelling may be started on any Platted Residential Lot without first obtaining

- (a) a building permit from the proper local government authority, and
- (b) a building permit from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article VI of these covenants.

Section 3. Each single-family residence on a Platted Residential Lot shall contain a minimum floor area of 1,500 square feet exclusive of open decks (covered or uncovered), garages, covered carports, sheds or other outbuildings. Each unit of a duplex shall have a minimum of 1,200 square feet exclusive of open decks (covered or uncovered), garages, covered carports, sheds or other outbuildings.

Section 4. All buildings constructed hereunder shall conform to the specifications and requirements of the most recent revisions of the State of Montana electrical code and the uniform building code in force at the commencement of construction.

Section 5. No building constructed hereunder shall exceed 25 feet in height measured from the original grade unless the Board of Directors or the Architectural Control Committee designated by it grants written permission that this height is exceeded. Such permission may be granted if the Board or Committee is satisfied that no unreasonable interference with the view from neighboring lots will result therefrom, and must build on E 90' of Lot.

Section 6. Exterior finishes shall have a flat, nonglossy appearance, and colors shall tend to dark grays, gray-greens, browns and other earth tones. Exterior trim shall be stained or painted so as to compliment the finishes they adjoin.

Section 7. All buildings on Platted Residential Lots shall have roof eaves and rake overhangs of not less than 24". The

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Section 7. All buildings on Platted Residential Lots shall have roof eaves and rake overhangs of not less than 24". The Board of Directors or its Architectural Control Committee may, upon application, grant exemptions from this requirement to Owners who establish, to the satisfaction of the Board of Directors or the Architectural Control Committee, that the building designs desired by the applicants are aesthetically as appealing, as suited to climatic conditions and as compatible with the overall character of Sun Crest, of which there is a map or plat on file and of record in the office the the Clerk and Recorder of Flathead County, Montana, as buildings which do meet this requirement.

Section 8. The exterior of any buildings constructed hereunder (including painting or other suitable finish) shall be completed within one year of the beginning of construction so as to present a finished appearance when viewed from any angle. The buildings area shall be kept reasonably clean during the construction period.

Section 9. At the time a permanent dwelling is built on a Platted Residential Lot, adequate off-street parking for at least two cars per unit shall be provided on the Lot.

Section 10. Garages on Platted Residential Lots may be detached from the main dwelling structure. However, carports and patios must be a part of the main dwelling structure or connected to it by a roof or fence. At least one side of a carport must be enclosed. The design and roof materials of garages and carports shall be compatible with those of the main dwelling.

Section 11. The minimum distance between any point on the boundary of a Platted Residential Lot and the nearest part of any building constructed thereon shall be 10 feet. A strip five feet in width inside and parallel to the boundary of all Platted Residential Lots shall not be cleared except with the written permission of the Board of Directors or the Architectural Control Committee.

Section 12. No fence, wall, hedge, or landscaping that has a screening effect shall be erected, located, planted or maintained upon any Platted Residential Lot

- (a) without the written approval of the Board of Directors or its Architectural Control Committee, or
- (b) in a manner which would unreasonably obstruct the view from any other Platted Residential Lots or Units.

Fences on Platted Residential Lots or Units shall be of wood, stone or brick.

Section 13. Entrances to Platted Residential Lots shall be originally constructed. Other or additional entranceways or trails may only be constructed or maintained with the written permission of the Board of Directors or its Architectural Control Committee.

Section 14. No building or structure of any kind, erected or maintained or suffered to be erected or maintained by the Owner of a Platted Residential Lot may trespass or encroach upon the Common Area. The Association shall have the authority to abate any such trespass or encroachment upon the Common Area at any time, by any reasonable means and without having to bring legal proceedings.

Section 15. Exterior lighting of any sort which is visible from any street shown on the plat, and part of the Common Area, or any other Platted Residential Lot in Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, may be installed

only with the written permission of the Board of Directors or its Architectural Control Committee. Farm type and/or mercury vapor lights are prohibited.

Section 16. Buildings on Platted Residential Lots requiring water and sewer service shall be connected to the central com-

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only with the written permission of the Board of Directors or its Architectural Control Committee. Farm type and/or mercury vapor lights are prohibited.

Section 16. Buildings on Platted Residential Lots requiring water and sewer service shall be connected to the central community sewer system at the Owner's expense and in a manner which meets with the approval of the Board of Directors or the Architectural Control Committee. The plans for and specifications of such connections shall be submitted as a part of the Owner's application for a building permit.

Section 17. All building and landscaped grounds on any Platted Residential Lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns are permitted; however, plans concerning size and locations must be submitted to the Board and approved in writing, or by an Architectural Control Committee composed of three members appointed by the Board. The 45-day rule in Article VI applies.

ARTICLE IX

INTERPRETATION, ADMINISTRATION AND ENFORCEMENT OF THESE COVENANTS

Section 1. If the Board of Directors chooses to appoint an Architectural Control Committee as hereinbefore provided, such Committee shall have primary and exclusive jurisdiction to interpret, administer and enforce these covenants and find all facts relative to any claimed or suspected violation. The Committee may collect a reasonable application fee from applicants for building permits pursuant to Article VIII, Section 2, of these covenants.

Any Owner adversely affected by Committee action may appeal to the Board of Directors. Appeals shall be made in writing

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 APPLICABLE TO SUN CREST

THIS DECLARATION, made on the date hereinafter set forth, by
 GENE C. PATTON, B. H. MONZINGO, F. R. GOOD, G. KASDORF, and
 HILDENBRAND HOLDINGS, LTD., hereinafter referred to as "Declarant,"

W I T N E S S E T H :

Sun Crest Subdivision of which there is a map or plat
 thereof on file and of record in the office of the
 Clerk and Recorder of Flathead County, Montana.

WHEREAS, Declarant has platted and subdivided the same pur-
 suant to the "Montana Subdivision and Platting Act," and

WHEREAS, Declarant intends to sell the platted residential
 lots in said plat,

NOW THEREFORE, Declarant hereby declares that all of said
 platted residential lots shall be held, sold, and conveyed subject
 to the easements, restrictions, covenants and conditions herein-
 after set forth. These easements, restrictions, covenants and
 conditions are intended to protect the value and desirability of
 the aforesaid real property. They shall run with the aforementioned
 platted residential lots and shall be binding on all parties
 having or acquiring any right, title or interest in these platted
 residential lots or any part thereof, as well as their heirs,
 successors and assigns. They shall inure to the benefit of each
 present or future owner of the aforementioned real property or
 any part thereof or interest therein.

ARTICLE I

DEFINITIONS

Section 1. "Association" means the Sun Crest Maintenance
 Association, a Montana non-profit corporation.

Section 2. "Declarant" means GENE C. PATTON, B. H. MONZINGO,
 F. G. GOOD, G. KASDORF, and HILDENBRAND HOLDINGS, LTD., the maker
 of this Declaration and the record owner of the real property.

Section 3. "Real Property" means the entire land area shown
 and described by the plat.

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Section 3. "Real Property" means the entire land area shown and described by the plat.

Section 4. "Plat" means the plat of Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, which Declarant filed for recording in the land records of Flathead County, on the 1st day of November, 1978.

Section 5. "Platted Residential Lots" means the lots shown on the plat.

Section 6. "Common Area" means all real property to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the owners. The Common Area on the Real Property consists of the property identified as Green Belt, on the forementioned plat.

All permanent structures and fixtures upon the Common Area, including roads and utility systems, shall be deemed a part thereof.

Section 7. "Owner" means the owner, or the contract purchaser in possession, of a Platted Residential Lot or an owner of a unit located on a designated multi-family residential lot. Declarant shall be considered the owner of all lots not yet sold or re-acquired by it.

Section 8. "Sun Crest" of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, means the residential community shown by the plat. Such future additions thereto as Declarant may choose to make in accordance with and under the authority of Article XI hereof and the Association's Bylaws, will be referred to as Declarant shall designate.

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Section 5. "Unit" means a residential dwelling located on a multi-family lot as herein designated and contiguous with another of the same.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment.

Each owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to, and shall pass with, the title to the Owner's lot or unit. Such right and easement shall be subject only to the following:

- (a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and the right to use the Common Area of an Owner for any period during which:
 - (i) any assessment against his lot or unit remains unpaid, or
 - (ii) any violation of these covenants or of the Association's published rules for which he is responsible remains unabated;
- (c) The right of the Association, acting through its Board of Directors, to dedicate and transfer any utility system on, or which may be a part of, the Common Area, to Flathead County;
- (d) The right of the Association to dedicate and transfer all or any part of the remainder of the Common Area to any public agency, authority, or utility for such purposes in such manner and subject to such conditions as may be inconsistent with the Association's Articles of Incorporation, its Bylaws and the Montana Nonprofit Corporate Act; and

- (e) The nonexclusive right of all other members of the Association to use, enjoy and have the benefit of the Common Area upon the same terms.

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- (e) The nonexclusive right of all other members of the Association to use, enjoy and have the benefit of the Common Area upon the same terms.

Section 2. Delegation of Use.

An Owner may delegate, in accordance with such rules and regulations as the Association may promulgate, his right of enjoyment of the Common Area and common facilities to the members of his family, and his tenants in possession.

ARTICLE III

DECLARANT'S DUTY TO CONVEY AND
ASSOCIATION'S DUTY TO ACCEPT COMMON AREA

Declarant shall convey to the Association, and the Association shall accept, all or any part of the Common Area as soon as the Association is able to operate and maintain the same in a manner appropriate to the needs and desires of the Owners, or as soon as the Association has an opportunity and wishes to dedicate the same to Flathead County or some other suitable governmental body. This Article is not intended to authorize Declarant to delay the transfer of the Common Area indefinitely or otherwise unreasonably.

ARTICLE IV

THE ASSOCIATION AND MEMBERSHIP
AND VOTING RIGHTS HEREIN

Section 1. Every Owner of a Platted Residential Lot and Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of one or more lots subject to assessment.

Section 2. To the extent that they touch and concern the land described by the Plat, the Articles of Incorporation and Bylaws of the Association shall be deemed covenants running with the land, and shall be as binding upon Owners as if verbatim recited herein.

Section 3. The voting rights of Association members shall be as specified in the Association's Bylaws.

within 10 days of the Committee's action, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within 15 days after such meeting.

The Committee shall be responsible for seeing to it that Lot Owners who may be adversely affected by a Committee decision are given reasonable notice thereof.

Section 2. The Association, acting through its Architectural Control Committee, if any, and its Board of Directors shall be primarily responsible for enforcing these covenants and for preventing and abating violations thereof. In performing this function it may avail itself of such injunctive and other legal remedies as may be available to it under Montana law. The Association may charge the costs of preventing or abating a violation of these covenants to the offending Owner and add the amount thereof to his next regular annual or special assessment. Such costs may include a reasonable attorney's fee.

Section 3. Any Owner may complain of an actual or threatened violation of these covenants to the Architectural Control Committee, if there is one, or to the Board of Directors, if there is none, and demand that the Association prevent or abate the same. No Owner may sue to prevent or abate an actual or threatened violation of these covenants without having done so and without having exhausted the remedies available to him within the Association. However, no building the construction of which has been commenced, and no landscaping work or other structure which has been completed shall be deemed in violation of the covenants if the same was authorized by a building permit duly issued pursuant to Article VIII, Section 2 of these Covenants.

Section 4. The Declarant and Lot Owners hereby acknowledge that the City of Whitefish has a standing to sue in court to enforce the covenants and Bylaws.

ARTICLE X

AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded. The covenants and restrictions of this Declaration of the Sun Crest Maintenance Association shall not be amended without the written consent of the City Council of Whitefish, Montana.

ARTICLE XI

ANNEXATION

Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area adjacent to Sun Crest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, by recording plats identifying the same as additions to Sun Crest, and by recording a corresponding amendment hereto.

ARTICLE XII

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect or invalidate any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant(s) herein, have hereunto set their hands and seals this 1 day of March, 1977.

F. R. GOOD
Declarant

F. R. Good
F. R. Good

By John B. Dudis Atty in fact

G. KASDORF
Declarant

G. Kasdorf
G. Kasdorf

By John B. Dudis Atty in fact

GENE C. PATTON
Declarant

Gene C. Patton
Gene C. Patton

By John B. Dudis Atty in fact

B. H. MONZINGO
Declarant

B. H. Monzingo
B. H. Monzingo

By John B. Dudis Atty in fact

HILDEBRAND HOLDING, LTD.
Declarant

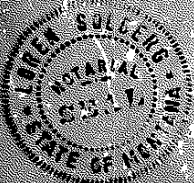
By John B. Dudis Atty in fact

By John B. Dudis Atty in fact

STATE OF MONTANA)
County of Flathead) ss.

On this 1st day of March, 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JOHN B. DUDIS, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of F. R. GOOD, GENE C. PATTON, G. KASDORF, B. H. MONZINGO, and HILDEBRAND HOLDINGS, LTD., and acknowledged to me that he subscribed the names of F. R. GOOD, GENE C. PATTON, G. KASDORF, B. H. MONZINGO and HILDEBRAND HOLDINGS, LTD thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Loren Sollberg
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires 1-25-80

Return To:
Rudy Hoecker
750 B. 2nd Street
Whitefish, Mt.
59717

-20-

STATE OF MONTANA, }
County of Flathead }

Filed for record at the request of CSTC
this 1st day of March 19 77 at 3:33 o'clock P M and recorded in VOL. 664
PAGE 431 Records of Flathead County, State of Montana.
Fee \$ 3.00 Pd.

RECEPTION NO. 3052



Linda L. Hindman
Flathead County Clerk and Recorder
Linda L. Hindman
Deputy

BY-LAWS OF SUNCREST MAINTENANCE ASSOCIATION
A MONTANA NON-PROFIT CORPORATION

ARTICLE 1:
OFFICES

The principle office of this Corporation shall be located at 750 West 2nd Street in the City of Whitefish, County of Flathead, State of Montana. The Corporation may have such other offices, either within or without the State of Montana, as the Board of Directors may determine from time to time.

ARTICLE 2:
MEMBERS

There shall be one class of members of the Corporation. Membership in the Corporation shall be restricted to the owners of lots and units in SunCrest Subdivision. One Association membership shall be inseparably appurtenant to such lot or unit and shall pass therewith to all persons who subsequently become owners of said lot or unit.

Each owner shall have a non-exclusive right and easement of enjoyment in and to the common area, which shall be appurtenant to and pass with, the title to the owners lot or unit. Such right and easement shall be subject only to the following:

1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area;
2. The right of the Association to charge reasonable rates for utility services rendered by any Association owned utility systems located upon the common area;
3. The right of the Association to suspend the voting rights and the rights to use the common area of any owner for any

period during which any assessment against his lot or unit remains unpaid or any violation of the covenants or of the Association's published rules for which he is responsible, remains unabated;

4. The right of the Association, acting through its Board of Directors, to dedicate and transfer any utility system on, or which may be a part of the common area, to any appropriate governmental body;
5. The right of the Association to dedicate and transfer all or any part of the remainder of the common area to any public agency, or authority, or governmental body in such manner and subject to the conditions as may be consistent with the Association's Articles of Incorporation, these by-laws and the Montana Non-profit Corporation Act;
6. The non-exclusive right of all other members of the Association to use, enjoy and have the benefit of the common area upon the same terms.

ARTICLE 3:
MEETINGS OF THE MEMBERS

1. There shall be a regular annual meeting of the members of the Corporation which shall be held on the third Saturday in July of each year at such convenient location as may be specified in the notice of the meeting.
2. Special Meetings of the Members may be called by the President, the Secretary, or any two members of the Board of Directors. Special meetings shall be called at the written request of members having at least TWENTY FIVE PERCENT (25%)

of the votes entitled to be cast at such meetings.

3. Each member of the Corporation shall be given such notice of all regular and special meetings as may be required by the Montana Non-Profit Corporation Act.
4. A member may vote in person or by proxy. Proxy shall be executed in writing by the member or by his duly authorized Attorney in Fact and shall be delivered to the Secretary of the Association prior to the meeting.
5. Any action required by law to be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with respect to the subject matter thereof.
6. Subject to any special quorum requirements set forth in the covenants, the quorum required to validate action taken at any regular or special membership meeting shall be a majority of those owners entitled to vote at such meeting. If a quorum is not present at any meeting of the members, a majority of the members present may adjourn the meeting from time to time without further notice.
7. Any member of the Corporation in good standing at the date of the annual or special meeting shall have the right to appear and participate in such meeting and vote on all matters brought before the meeting.
8. Meetings of the members shall be presided over by the President or in his absence the Vice President of the Corporation.

9. At each annual meeting a full report of the business, affairs, and condition of the Corporation of the fiscal year just ended, shall be presented by the Board of Directors.
10. The principle of cumulative voting shall not apply to the election of the Board of Directors.

ARTICLE 4:
BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Montana and need not be members of the Corporation.
2. The number of Directors shall be SIX(6). At the expiration of the terms of the initial Board of Directors, Directors shall be elected to replace the initial Board of Directors. To replace the initial Board of Directors and subsequent thereto, the members shall elect TWO (2) Directors at each annual meeting for a term of TWO (2) years.
3. A regular meeting of the Board of Directors shall be held without any other notice than this by-law immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution.
4. Special meetings of the Board of Directors shall be called by and at the request of the President or any two Directors, and shall be held at the principle office of the Corporation

- or at such other place as the Directors may determine.
5. Notice of any special meeting of the Board of Directors shall be given at least FOURTEEN (14) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the passage of any business because the meeting is not lawfully called or conveyed. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meetings, unless specifically required by law or by these by-laws.
6. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; But, if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
7. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the

Board of Directors, unless the act of a greater number is required by law or by these by-laws.

8. Any vacancy occurring in the Board of Directors or any Directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall serve for the unexpired term on his predecessor in office. Each such appointment by the Board shall be subject to the approval or disapproval of the members at the next regular or special meeting of the members.
9. Directors as such shall not receive any stated salary or other compensation for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.
10. Removal of Directors. Any Director may be removed from the Board of Directors by affirmative vote of a majority of the members of the Corporation with voting powers. Such action may be taken at any regular meeting or any special meeting at which due notice of the proposed removal shall have been duly given to the members together with or as a part of the notice of the meeting.

Such removal may be accomplished with or without cause, but the director involved shall be given an oport-

unity to be present and to be heard at the meeting at which his removal is considered.

Any vacancy created by the removal of a Director under the foregoing provision shall be filled only by a vote of the members. Such vote may be taken at the same meeting at which the removal of the Director is accomplished or at such later meeting, regular or special, as the members may decide.

ARTICLE 5:
OFFICERS

1. The Officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers that may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more officers may be held by the same person except the office of President and Secretary.
2. Election and term of office. The Officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor has been duly elected and qualifies.

3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
4. Vacancys. A vacancy in any office because of the death, removal, resignation, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
5. Powers and Duties. The several officers shall have such power and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board of Directors. In the absence of such specifications, each officer shall have the powers and the authority and shall perform and discharge the duties of officers of the same title serving in non-profit corporations having the same or similar general purposes and objectives as this Corporation.
6. Powers and Duties of the Board of Directors. Subject to the limitations contained in the articles of incorporation and to the provisions of law requiring corporate action to be exercised, authorized, or approved by the members of the Corporation, and except as otherwise expressed and provided in these by-laws, all the lawful powers of the Corporation shall be vested in an exercise by or under the authority of the Board of Directors, and the business and

affairs of the Corporation shall be conducted and controlled by such Board. The foregoing general grant of power to the Board of Directors shall not be deemed to be curtailed or restricted by other provisions of these by-laws that declare the power or impose the duty of the Board of Directors in any specific matter.

7. Board of Directors delegation of Authority. The Board of Directors shall delegate, to the extent that it considers necessary, any portion of its authority to manage, control, and conduct any current business of the Corporation, to any standing or special committee of the Corporation or to any officer or agent thereof. Notwithstanding any delegation of authority that the Board may make hereunder, it shall exercise general supervision over the officers and agents of the Corporation and shall be responsible to the members for the proper performance of their respective duties.
8. Board of Directors acquisition and encumbering of properties. The Board of Directors shall have the power to acquire by purchase, gift, or any other lawful manner, any property, both real and personal, rights, or privileges that the Corporation may lawfully acquire, at such price and on such terms and conditions that the Board shall deem proper. The Board shall also have the power to create, make, or deliver mortgages, bonds, deeds of trust, trust agreements, or any other kind of lawful encumbrance on the property of the Corporation, both real and personal, for the acquisition of such property or for any other law-

ful corporate purposes; provided, however, that the prior approval of the members of the Corporation shall be required for any security transaction as to which their assent is required under the articles of incorporation or these by-laws, or general law.

In connection with the acquisition, holding, and encumbering of the property of the Corporation, the Board of Directors shall have the power to appoint any person, persons, or Corporation to act as trustee for the Corporation with respect to any such property and to authorize such trustee to execute such instruments and to all such acts and things as may be required in relation to the trust and the trust property.

9. Board of Directors Fiscal affairs. In connection with the fiscal affairs of the Corporation, the Board of Directors shall have the following powers:

1. To make provision for the prompt discharge of the corporate obligations as they mature, including payment for any property or rights acquired by the Corporation, either in money or in stock, bonds, debentures, or other securities of the Corporation lawfully issued for the purpose.
2. To borrow money on the credit of the Corporation. No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authori-

ization may be general or may be confined to specified transactions.

3. To establish and provide for proper maintenance and use of a sinking fund for repairs or alterations to the buildings and plant of the Corporation and for any other proper corporate purpose that will be advanced, in the opinion of the Board, by the use of a sinking fund.
4. To set up a part, out of the Corporation proceeds available for distribution, a reserve for any proper corporate purpose, and to provide for use of such reserve under appropriate regulations and for its termination when the purpose for which it was created has been served. The purpose for which reserve funds may be established shall include, but not be limited to, the following:
 - a. To meet contingencies, anticipated or unanticipated; to equalize distribution; and to repair, maintain, or enlarge any property of the Corporation.
5. To establish salary schedules for the employees of the Corporation.
6. To determine the salaries and other remuneration of agents appointed for the Corporation.
7. To select banks and other depositories for funds and securities of the Corporation.
8. To designate the officer, officers or employees

who shall be authorized to sign checks, drafts, orders for the payment of money, notes, and other specialties on behalf of the Corporation. Until and unless other provisions are made by the Board of Directors, all such instruments shall be signed and co-signed by the President and the Treasurer of the Corporation.

10. Board of Directors promulgation of Rules and Regulations. The Board of Directors shall from time to time make and publish to appropriate personnel, written regulations, rules, directives, schedules, bulletins, and other writings that in the judgment of the Board are necessary or advisable in the management of the Corporation's affairs.
11. Non-Member Users. The Board of Directors may create a class of non-owner users of any facilities constructed on the common ground of the Association who shall not be members of the Association. The Board shall determine an appropriate fee for said use.

ARTICLE 5.
COMMITTEES

The Board of Directors, at its discretion, may constitute and appoint such committees to assist in the supervision, management, and control of the affairs of the Corporation, with responsibilities and powers appropriate to the nature of the several committees and as provided by the Board of Directors in the resolution of appointment or in subsequent resolutions and directives. Each committee so constituted and appointed by the Board shall serve at the pleasure of the Board and the members thereof shall include a member of the Board of Directors, and such further persons as the Board may designate.

In addition to such obligations and functions as may be expressly provided for by the Board of Directors, each committee so constituted and appointed by the Board shall from time to time report to and advise the Board on corporate affairs within its particular area of responsi-

bility and interest.

ARTICLE 6.
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS.

1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances.
2. Checks, drafts, or orders. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness to the name of the Corporation, shall be signed by such officer or officers, agent, or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an assistant Treasurer and counter-signed by the President or Vice President of the Corporation.
3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories, as the Board of Directors may select.
4. Gifts. The Board of Directors may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise for any purpose of the Corporation.

ARTICLE 7.
BOOKS AND RECORDS.

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, committees having and exercising any of the authority of the Board of Directors, and the membership committee, and shall keep at the principle office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE 8.
FISCAL YEAR.

The fiscal year of the Corporation shall begin on the 1st day of May, each year and end at midnight on the 30th day of April, of the following year.

ARTICLE 9.
DUES.

1. Annual dues. The Board of Directors shall determine from time to time the amount of initiation fee, if any, and annual dues payable to the Corporation by the members and shall give appropriate notice to the members thereof.
2. Payment of dues. Dues shall be payable in advance on the first day of each month.
3. Default and Termination of Membership. When any member is in default in payment of dues for a period of SIX (6) months, from the beginning of the period for which such dues became payable, his rights in the Association may be terminated by the Board of Directors as herein provided.

4. Foreclosure. In the event of a default by any member in the payment of dues the Board of Directors is hereby empowered to institute any legal proceedings necessary for the collection of said dues and may bring such action at law as is reasonably necessary including but not limited to the foreclosure upon the property of the member. In the event of any such legal action, the member shall be liable for reasonable attorney fees incurred in such action.

ARTICLE 10:
CORPORATE SEAL.

The Board of Directors shall provide a corporate seal, which seal shall be circular in nature and be inscribed with the words SUNCREST MAINTENANCE ASSOCIATION, INC.

ARTICLE 11:
WAIVER OF NOTICE:

Whenever any notice is required to be given under the provisions of the Montana Non-profit Corporation Act under the provisions of the Articles of Incorporation or the by-laws of the Corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 12:
AMENDMENT OF BY-LAWS:

Any of these by-laws may be amended, rescinded, repealed, or altered, or additional by-laws may be adopted, by the affirmative vote of the beholders of SEVENTY FIVE PERCENT (75%) of the votes entitled to be cast at any annual meeting or at any special meeting if complete and accurate details to the proposed changes in the by-laws are set forth

in the call and notice of such meeting.

We, the undersigned, being all of the members of the Board of Directors of SUNCREST MAINTENANCE ASSOCIATION, INC., do hereby certify that the foregoing By-Laws were unanimously adopted at a meeting of the members of the Board of Directors of the Corporation, at Whitefish, Montana on the 29th day of March, 1980.

I, Janis L. Jacobson, Secretary of SunCrest Maintenance Association, Inc. hereby certify that the above is a true and correct copy of the By-Laws of SunCrest Maintenance Association, Inc.

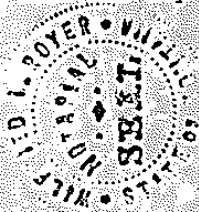
Janis L. Jacobson

STATE OF MONTANA
County of Flathead

: SS

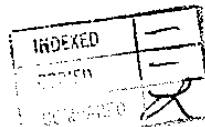
On this 15th day of OCTOBER 1980, before me, the undersigned, a Notary Public in and for the State of Montana personally appeared JANIS L. JACOBSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.



Michael R. Rayer
Notary Public for the State of Montana
Residing at WHITEFISH, MT
My commission expires 1982 B3

-16-



STATE OF MONTANA }
County of Flathead } SS

Filed for record at the request of I Rayer
this 30th day of October 19 80 at 2:54 o'clock P M and recorded in VOL. 705
PAGE 86 Records of Flathead County, State of Montana.
Fee \$ 34.00 Pd.

RECEPTION NO. 15614

RETURN TO

Dritz Rayer

Lris L. Hindman
Flathead County Clerk and Recorder

Shirley D. Charbonneau
Deputy

Box 1323 (left) MNL

59937

86258 0430

ATTACHMENT 4

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS APPLICABLE
TO SunCrest

The undersigned, in person or through their designated agent hereby approve and incorporate into the Declaration of Covenants, Conditions, and Restrictions applicable to SunCrest dated March 1, 1979, and recorded in the records of the Clerk and Recorder of Flathead County, Montana, at Book 6604, Pages 438 through _____, the following amendments:

1. Under Article I, Definitions, Section 6 presently reading as follows:

"Common Area" means all real property to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the owners. The Common Area on the Real Property consists of the property identified as Green Belt, on the forementioned plat.

shall be amended to read as follows:

"Common Area" means all property to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the owners. The Common Area on the Real Property consists of the property identified as Green Belt, on the forementioned plat, the real property attached hereto as Exhibit "A" and incorporated by reference, and the Common Area described in Article XI Annexation.

2. Article XI, Annexation, presently reading as follows:

Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area adjacent to SunCrest, of which there is a map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana, by recording plats identifying the same as additions to SunCrest, and by recording a corresponding amendment hereto.

shall be amended to read as follows:

Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area designated therein from the property set forth on Exhibit "B" attached hereto and incorporated by reference, by recording subdivision plats identifying the same as additions to the SunCrest subdivision; approval and consent to such additions being hereby given. In addition, Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area designated therein by recording subdivision plats identifying the same as additions to SunCrest Subdivision, and by recording a corresponding amendment hereto.

IN WITNESS WHEREOF, this Amendment has been approved by _____ or more of the lot owners pursuant to the Declaration of Covenants, Conditions, and Restrictions Applicable to SunCrest filed of record in the office of the Clerk and Recorder, Flathead County, Montana.

DATED this 26th day of June, 1986.

85-49-

86258 0430

ATTACHMENT 4

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS APPLICABLE
TO SunCrest

The undersigned, in person or through their designated agent hereby approve and incorporate into the Declaration of Covenants, Conditions, and Restrictions applicable to SunCrest dated March 1, 1979, and recorded in the records of the Clerk and Recorder of Flathead County, Montana, at Book 6604, Pages 438 through _____, the following amendments:

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shall be amended to read as follows:

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shall be amended to read as follows:

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IN WITNESS WHEREOF, this Amendment has been approved by _____ or more of the lot owners pursuant to the Declaration of Covenants, Conditions, and Restrictions Applicable to SunCrest filed of record in the office of the Clerk and Recorder, Flathead County, Montana.

DATED this 26th day of June, 1986.

85-49-

EXHIBIT "A"

Legal Description - SunCrest Beach Property

That portion of Government Lot Two (2) of Section Twenty-four (24), Township Thirty-one (T.31N.), Range Twenty-two West (R.22W.), Principal Meridian, Montana, Flathead County, Montana, described as follows:

That portion of that tract of land as shown on Certificate of Survey No. 1950, records of Flathead County, Montana, described as follows:

Beginning at the Northwest corner of that tract of land as shown on said Certificate of Survey No. 1950; thence
 South 88° 55' 32" East and along the Northerly boundary of said Certificate of Survey No. 1950 a distance of 252.29 feet to the Northeast corner of said Certificate of Survey No. 1950; thence
 South 08° 04' 35" West and along the Easterly boundary of said Certificate of Survey No. 1950 a distance of 115.20 feet; thence
 South 01° 04' 06" West and continuing along the Easterly boundary of said Certificate of Survey No. 1950 a distance of 141.15 feet; thence
 North 88° 55' 54" West a distance of 163.27 feet; thence
 South 39° 56' 01" West a distance of 340.21 feet; thence
 South 29° 58' 53" West a distance of 106.97 feet more or less to the low water mark of Whitefish Lake; thence
 North 64° 41' 51" West and along said low water mark a distance of 125.00 feet more or less to a point which bears South 29° 26' 55" West from the point of beginning; thence
 North 29° 26' 55" East and along the Westerly boundary of Certificate of Survey No. 1950, also being the Easterly boundary of that tract of land as shown on Certificate of Survey No. 1905, records of Flathead County, Montana, a distance of 640.03 feet more or less to the point of beginning and containing 3.128 acres of land more or less.

EXHIBIT "A"

Legal Description - SunCrest Beach Property

That portion of Government Lot Two (2) of Section Twenty-four (24), Township Thirty-one (T.31N.), Range Twenty-two West (R.22W.), Principal Meridian, Montana, Flathead County, Montana, described as follows:

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 South 08° 04' 35" West and along the Easterly boundary of said Certificate of Survey No. 1950 a distance of 115.20 feet; thence
 South 01° 04' 06" West and continuing along the Easterly boundary of said Certificate of Survey No. 1950 a distance of 141.15 feet; thence
 North 88° 55' 54" West a distance of 163.27 feet; thence
 South 39° 56' 01" West a distance of 340.21 feet; thence
 South 29° 58' 53" West a distance of 106.97 feet more or less to the low water mark of Whitefish Lake; thence
 North 64° 41' 51" West and along said low water mark a distance of 125.00 feet more or less to a point which bears South 29° 26' 55" West from the point of beginning; thence
 North 29° 26' 55" East and along the Westerly boundary of Certificate of Survey No. 1950, also being the Easterly boundary of that tract of land as shown on Certificate of Survey No. 1905, records of Flathead County, Montana, a distance of 640.03 feet more or less to the point of beginning and containing 3.128 acres of land more or less.

EXHIBIT "B" SUNCREST AREA

(See "Attachment 1" to Notice of Special Meeting of Homeowners re: SunCrest Beach for drawing showing location of SunCrest Area and SunCrest Beach.)

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of Section 24, Township 31 North, Range 22 West, M.P.M., Flathead County, Montana, which is a found brass cap; thence
 South 00° 13' 48" East along the East boundary of the said NW $\frac{1}{4}$ a distance of 1771.71 feet to a point; thence
 North 89° 58' 00" West a distance of 265.00 feet; thence
 South 38.51 feet to a point on the Northerly R/W of Highway 487; thence along the Northerly R/W of said Highway 487 the following courses and distances: thence
 Northwesterly along an arc of 24.93 feet through a central angle of 00° 57' 02" (radial bearing South 52° 18' 19" West radius 1502.40) to a point; thence
 North 5° 09' 13" East a distance of 153.59 feet to a found R/W monument; thence
 North 42° 19' 06" West 80.18 feet to the P.C. of a 1325.92 foot radius curve concave Southwesterly (Radial bearing South 47° 29' 40" West); thence
 Northwesterly along said curve through a central angle of 16° 39' 24" an arc length of 385.46 feet to a found R/W monument; thence
 South 81° 19' 03" West 204.94 feet to a found R/W monument which is on a 1205.92 foot radius curve concave Southwesterly (radial bearing South 23° 18' 17" West); thence
 Northwesterly along said curve through a central angle of 23° 45' 17" an arc length of 499.97 feet; thence
 South 89° 33' 00" West 167.30 feet; thence
 South 89° 33' West 30.46 feet; thence
 North 01° 42' 21" East and leaving said East Shore Highway R/W 153.77 feet to the P.C. of a 470.00 foot radius curve to the left; thence through a central angle of 10° 48' 50" an arc length of 88.71 feet to the P.T. of said curve; thence
 North 09° 06' 29" West a distance of 217.26 feet to the P.C. of a 480.00 foot radius curve to the right; thence through a central angle of 24° 40' 27" an arc length of 206.71 feet to the P.T. of said curve; thence
 North 15° 33' 58" East a distance of 113.60 feet to the P.C. of a 250.00 foot radius curve to the left; thence through a central angle of 39° 56' 34" an arc length of 174.28 feet to the P.T. of said curve; thence
 North 24° 22' 36" West a distance of 84.22 feet to the P.C. of a 220.00 foot radius curve to the right; thence through a central angle of 32° 25' 48" an arc length of 124.52 feet to the P.T. of said curve; thence
 North 08° 03' 12" East a distance of 61.02 feet to the P.C. of a 470.00 foot radius curve to the left; thence through a central angle of 17° 16' 11" an arc length of 141.66 feet to the P.T. of said curve; thence
 North 09° 12' 59" West a distance of 614.65 feet to a point; thence
 North 56° 37' 12" East a distance of 78.56 feet to a point on the south boundary of Tract 1 of Certificate of Survey #4072 (records of Flathead County); thence
 North 50° 37' 12" East along the South boundary of said Tract 1 a distance of 95.34 feet; thence
 North 87° 09' 40" East and along the South boundary of Tracts 1 and 2 of C.O.S. #4072 a distance of 178.18 feet to a found iron pin on the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West; thence
 North 00° 20' 49" West and along the West boundary of the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 13 a distance of 1845.81 feet to the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; thence
 South 89° 34' 54" East along the North boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13 a distance of 2638.86 feet to the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13; thence
 South 00° 20' 02" East and along the East boundary of the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 13 a distance of 2602.64 feet to the Southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 13; thence
 South 89° 41' 31" West and along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13, a distance of 1317.81 feet to the point of beginning, and containing 213.03 acres of land.

EXHIBIT "B" SUNCREST AREA

(See "Attachment 1" to Notice of Special Meeting of Homeowners re: SunCrest Beach for drawing showing location of SunCrest Area and SunCrest Beach.)

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of Section 24, Township 31 North, Range 22 West, M.P.M., Flathead County, Montana, which is a found brass cap; thence
 South 00° 13' 48" East along the East boundary of the said NW $\frac{1}{4}$ a distance of 1771.71 feet to a point; thence
 North 89° 58' 00" West a distance of 265.00 feet; thence
 South 38.51 feet to a point on the Northerly R/W of Highway 487; thence along the Northerly R/W of said Highway 487 the following courses and distances: thence
 Northwesterly along an arc of 24.93 feet through a central angle of 00° 57' 02" (radial bearing South 52° 18' 19" West radius 1502.40) to a point; thence
 North 5° 09' 13" East a distance of 153.59 feet to a found R/W monument; thence
 North 42° 19' 06" West 80.18 feet to the P.C. of a 1325.92 foot radius curve concave Southwesterly (Radial bearing South 47° 29' 40" West); thence
 Northwesterly along said curve through a central angle of 16° 39' 24" an arc length of 385.46 feet to a found R/W monument; thence
 South 81° 19' 03" West 204.94 feet to a found R/W monument which is on a 1205.92 foot radius curve concave Southwesterly (radial bearing South 23° 18' 17" West); thence
 Northwesterly along said curve through a central angle of 23° 45' 17" an arc length of 499.97 feet; thence
 South 89° 33' 00" West 167.30 feet; thence
 South 89° 33' West 30.46 feet; thence
 North 01° 42' 21" East and leaving said East Shore Highway R/W 153.77 feet to the P.C. of a 470.00 foot radius curve to the left; thence through a central angle of 10° 48' 50" an arc length of 88.71 feet to the P.T. of said curve; thence
 North 09° 06' 29" West a distance of 217.26 feet to the P.C. of a 480.00 foot radius curve to the right; thence through a central angle of 24° 40' 27" an arc length of 206.71 feet to the P.T. of said curve; thence
 North 15° 33' 58" East a distance of 113.60 feet to the P.C. of a 250.00 foot radius curve to the left; thence through a central angle of 39° 56' 34" an arc length of 174.28 feet to the P.T. of said curve; thence
 North 24° 22' 36" West a distance of 84.22 feet to the P.C. of a 220.00 foot radius curve to the right; thence through a central angle of 32° 25' 48" an arc length of 124.52 feet to the P.T. of said curve; thence
 North 08° 03' 12" East a distance of 61.02 feet to the P.C. of a 470.00 foot radius curve to the left; thence through a central angle of 17° 16' 11" an arc length of 141.66 feet to the P.T. of said curve; thence
 North 09° 12' 59" West a distance of 614.65 feet to a point; thence
 North 56° 37' 12" East a distance of 78.56 feet to a point on the south boundary of Tract 1 of Certificate of Survey #4072 (records of Flathead County); thence
 North 50° 37' 12" East along the South boundary of said Tract 1 a distance of 95.34 feet; thence
 North 87° 09' 40" East and along the South boundary of Tracts 1 and 2 of C.O.S. #4072 a distance of 178.18 feet to a found iron pin on the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West; thence
 North 00° 20' 49" West and along the West boundary of the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 13 a distance of 1845.81 feet to the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; thence
 South 89° 34' 54" East along the North boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13 a distance of 2638.86 feet to the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13; thence
 South 00° 20' 02" East and along the East boundary of the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 13 a distance of 2602.64 feet to the Southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 13; thence
 South 89° 41' 31" West and along the South boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13, a distance of 1317.81 feet to the point of beginning, and containing 213.03 acres of land.

And the following parcel:

A tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West, M.P.M., Flathead County, Montana, more particularly described as follows:

Commencing at the NE corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West; thence South 00° 20' 49" East and along the East boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 248.00 feet to the true point of beginning of the tract of land being described; thence South 67° 36' 58" West a distance of 209.20 feet to a point; thence South 12° 05' 08" East a distance of 216.56 feet to a point; thence North 87° 09' 40" East a distance of 150.00 feet to a point; thence North 00° 20' 49" West and along the East boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 284.00 feet to the point of beginning. SUBJECT TO easements of record. Shown as PARCEL 2 on corrected Certificate of Survey No. 4072.//

And the following parcel:

A tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West, M.P.M., Flathead County, Montana, more particularly described as follows:

Commencing at the NE corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, Township 31 North, Range 22 West; thence South 00° 20' 49" East and along the East boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 248.00 feet to the true point of beginning of the tract of land being described; thence South 67° 36' 58" West a distance of 209.20 feet to a point; thence South 12° 05' 08" East a distance of 216.56 feet to a point; thence North 87° 09' 40" East a distance of 150.00 feet to a point; thence North 00° 20' 49" West and along the East boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 284.00 feet to the point of beginning. SUBJECT TO easements of record. Shown as PARCEL 2 on corrected Certificate of Survey No. 4072.//

86288 / 0230

Lot

50-7

502

11-22

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16-2

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22

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1000 1000 1000

86288 / 0230

Lot

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— — —

_____ $\times 10^{-4}$

1000 1000 1000

86288 / 0230

STATE OF MONTANA)
: ss.
County of Flathead)

On this 26th day of JUNE, 1986, before me, the undersigned, personally appeared R.H. Scott, D.R. Motyka, Glen Dumett, Phyllis M Jarrett, Jeane Rhodes, Tom Campbell, Neil Stewart, J.E. Craga, Locke McPherson, David Willis, Steve Monzingo, Gary Gault, John Redburn, Gary Elliott, Carroll Amass.

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public for the State of Montana
Residing at Whitefish
My Commission Expires

DOMINION OF CANADA)
: ss.
Province of)

[Signature]
Relate to 1987
Sunland Petroleum
Box 544
Whitefish, MT 59737

On this day of 1986, before me, the undersigned, personally appeared

STATE OF MONTANA, }
County of Flathead } ss.

Recorded at the request of C.B.T.C. (at the time of recording, signatories)
this 15th day of Oct 1986 at 10:33
the records of Flathead County, State of Montana.
Fee \$ 30.00 Pd.

RECEPTION NO. 86288 10.330

RETURN TO

[Signature]
Susan M. Haderfield
Flathead County Clerk and Recorder
[Signature]
S. Strickland
Deputy

86288 / 0230

STATE OF MONTANA)
: ss.
County of Flathead)

On this 26th day of JUNE, 1986, before me, the undersigned, personally appeared R.H. Scott, D.R. Motyka, Glen Dumett, Phyllis M Jarrett, Jeane Rhodes, Tom Campbell, Neil Stewart, J.E. Craga, Locke McPherson, David Willis, Steve Monzingo, Gary Gault, John Redburn, Gary Elliott, Carroll Amass.

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public for the State of Montana
Residing at Whitefish
My Commission Expires

DOMINION OF CANADA)
: ss.
Province of)

[Signature]
Reliance 100
Sunland Petroleum
Box 544
Whitefish, MT 59737

On this day of 1986, before me, the undersigned, personally appeared

STATE OF MONTANA, }
County of Flathead } ss.

Recorded at the request of C.B.T.C. (at the time of recording, signatories)
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Fee \$ 30.00 Pd.

RECEPTION NO. 86288 10.330

RETURN TO

[Signature]
Susan M. Haderfield
Flathead County Clerk and Recorder
[Signature]
S. Strickland
Deputy

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO SUN CREST

The undersigned, being President of the Sun Crest Homeowners Association, a Montana non-profit corporation, makes the following Declaration:

1. That the Amendment to the Declaration of Covenants, Conditions and Restrictions Applicable to Sun Crest and which is described within this document, has been approved by not less than 75 percent of the lot owners of Sun Crest Subdivision in accordance with the requirements for amending said Declaration of Covenants. A copy of said signed Amendment is on file in the office of the Homeowners Association.

2. The Board of Directors of Sun Crest Homeowners Association has certified in writing that not less than 75 percent of the lot owners have approved said Amendment, which certification was made at a special meeting of the Directors called for that purpose.

3. The Board of Directors has directed the undersigned to execute and record this Declaration, and further the written consent of the City Council of Whitefish, Montana, has been received and is on record at the office of the Homeowners Association.

4. The following Amendment has been and hereby is formally approved and incorporated into the Declaration of Covenants, Conditions and Restrictions Applicable to Sun Crest dated March 1, 1979, and recorded in the records of the Clerk and Recorder of Flathead County, Montana, at Book 664, Page 438, and as amended thereafter, which Amendment was recorded at Book 713, Page 30, records of Flathead County, Montana, and as further amended on June 26, 1986, which Amendment was recorded as Document No. 8628810230:

Article X, Amendment, presently reading as follows:

"The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration, and any extensions, may be amended by an instrument signed by not less than 75% of the lot and/or unit owners. The covenants and restrictions of this Declaration of the Sun Crest Maintenance Association shall not be amended without the written consent of the City Council of Whitefish, Montana."

shall be amended to read as follows:

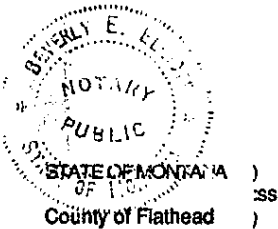
"The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended by approval of not less than 75% of the lot owners. The Board of Directors shall certify that 75% of the lot owners have approved any said amendment at a regular meeting or a special meeting called for that purpose. Upon certification the Board of Directors shall direct the President of the association to execute and record a Declaration of Amendment with the Clerk and Recorder of Flathead County, Montana, which Declaration shall describe the amendment, state that the



91233 13420

Board of Directors has certified that 75% of the lot owners have approved said amendment and shall be signed by the President of the Association, or, in his absence, the Vice President. The Covenants and Restrictions of this Declaration shall not be amended without the written consent of the City Council of Whitefish, Montana."

IN WITNESS WHEREOF, the undersigned President of the Association affixes his hand and seal this 1 day of August, 1991.



SUN CREST HOMEOWNERS ASSOCIATION

By John Biddone
Its President

On this 1 day of August, 1991, before me, a Notary Public for the State of Montana, personally appeared John Biddone, who being by me duly sworn, did say that he is the President of Sun Crest Homeowners Association, a corporation organized and doing business under the laws of the State of Montana; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors; and that said John Biddone acknowledged the execution of the said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Beverly E. Ellison
Notary Public for the State of MT
Residing at Whitefish
My Commission Expires: 12-1-91

STATE OF MONTANA, }
County of Flathead } ss

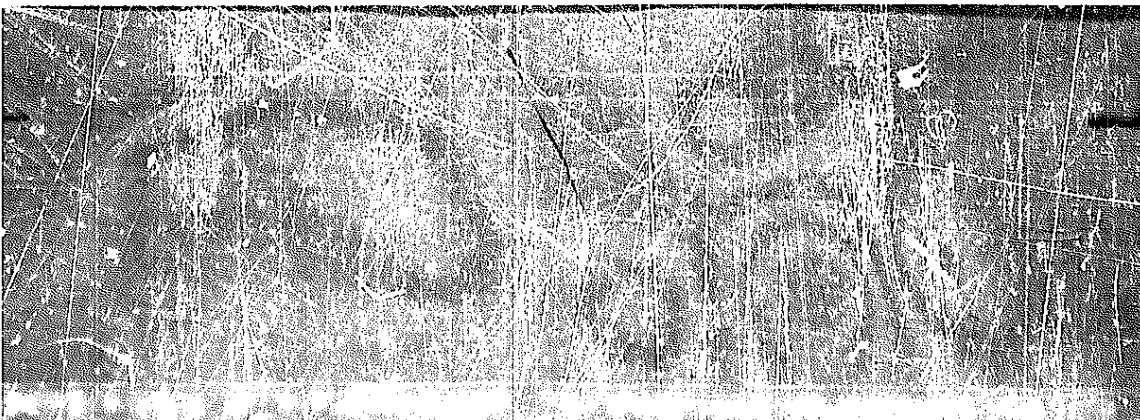
Recorded at the request of R. Schwickert
this 21 day of Aug, 1991 at 1:42 o'clock PM and recorded in
the records of Flathead County, State of Montana.
Fee \$ 12.00 Pd.

RECEPTION NO. 91233 13420

RETURN TO Randy Schwickert
6336 Hwy 93 S, Whitefish MT 59937-8235

Susan H. Haverfield
Flathead County Clerk and Recorder

Kirk W. Estick
Deputy



94115 12470

AGREEMENT, EASEMENTS, AND WAIVER OF OPTION TO ANNEX

This Agreement is by and among JOHN M. BEDDOME, DONALD E. HYER, and SUNCREST PARTNERSHIP, a partnership consisting of John M. Beddome and Donald E. Hyer (all of whom are hereafter referred to collectively as "Beddome and Hyer"), W. TURNER ASKEW, GARY R. ELLIOTT, and A & E PARTNERS, a partnership consisting of Inter Alia, Inc., a Montana corporation, and Hot Dogs and Cool Cats, Inc., a Tennessee corporation (all of whom are hereafter referred to collectively as "Askew and Elliott"), KINNIKINNIK, a partnership consisting of Greg Bryan and Donald E. Hyer ("Kinnikinnik"), SUN CREST HOMEOWNERS ASSOCIATION, a Montana non-profit corporation (the "Association"), and ROBERT B. KOHLMAYER, JANICE M. KOHLMAYER, JERRY J. JAMES, AND SHARON L. JAMES (the "Owners of Lots 5 and 6 of Sun Crest 1st Addition"). The parties agree as follows:

1. Beddome and Hyer. Beddome and Hyer are the successors in interest to the Declarant in the Declaration of Covenants, Conditions and Restrictions applicable to Sun Crest, dated March 1, 1979, and recorded in the records of the Clerk and Recorder of Flathead County, Montana, on March 6, 1979, at Book 664, Page 438, as amended by an Amendment recorded on February 27, 1981, at Book 713, Page 30, records of Flathead County, Montana, and as further amended by an Amendment recorded on October 15, 1986, as Document No. 8628810230, records of Flathead County, Montana, and as further amended by Amendment recorded August 21, 1991, as Document No. 9123313420, records of Flathead County, Montana (which Declaration, as amended, is hereafter referred to as the "Sun Crest Covenants").

2. Askew and Elliott. Askew and Elliott are the developers of Sun Crest 1st Addition.

3. Kinnikinnik. Kinnikinnik is the owner or anticipates becoming the owner of the property described on Exhibit "A" attached hereto (the "Kinnikinnik Property").

4. Association. Association is a homeowners association consisting of all of the owners of the lots in Sun Crest and Sun Crest 1st Addition.

5. Waiver of Option to Annex. Under the amendment to the Sun Crest Covenants recorded as Document No. 8628810230, Beddome and Hyer have the option to add a portion of the Kinnikinnik Property to the Sun Crest Subdivision. Beddome and Hyer do hereby waive their rights and their option to add or annex any of the real property described on Exhibit "A" to the Sun Crest Subdivision, and they do further waive all rights, duties, and benefits that would accrue to them and to their property described on Exhibit "A" from any such annexation, including, but not limited to, membership in the benefits of the Sun Crest Homeowners Association.

6. Easement North of Sun Crest 1st Addition. There is an easement shown as a "60' Private Road & Utility Easement" on Certificate of Survey No. 10398 extending from Ridgecrest Drive eastward to and along the north boundary of a portion of Tract 1 of Certificate of Survey No. 10398. The same easement is shown as "60' Emergency Access & Utility Easement" on the plat of Sun Crest 1st Addition. The property which is benefited by the easement and to which such easement is appurtenant is Sun Crest 1st Addition. The parties agree that the easement should be reduced in width from sixty feet to thirty feet. The parties do hereby relinquish and abandon the north thirty feet of the said easement. This partial relinquishment shall not interfere or affect any existing utility lines which may be in the easement way, and all such utility lines may remain in place in their present location. That party seeking formal approval of the amendment to the easement above-referenced shall be responsible to obtain all approvals necessary and to pay

all costs associated therewith. The parties further agree that the owners of the Kinnikinnik Property and their successors and assigns may restrict the use of the easement to underground utilities and emergency access and may place such break away gates or other impediments in the easement way to assure that the easement way is not used for ordinary, day-to-day access. The easement is not intended to be an exclusive easement, and the owners of the Kinnikinnik Property and their successors and assigns may use the easement way in any manner which is not inconsistent with the easement for underground utilities and emergency access. Kinnikinnik and its successors and assigns may maintain the easement way in any manner it so desires (including but not limited to maintaining the easement way in a natural, vegetative state, without pavement or other improvement), provided that such maintenance shall not interfere with the use of the easement way for underground utilities and emergency access. The cost of such maintenance shall be the responsibility of Kinnikinnik and its successors and assigns. Although the easement described above is shown on Certificate of Survey No. 10398, it has not previously been granted. Therefore, the owner of the easement way does hereby grant to the owners of Sun Crest 1st Addition a 30-foot easement for emergency access and utilities as more specifically described in this paragraph, above.

7. Easement East of Sun Crest 1st Addition. There is an easement shown as a "30' Emergency Access & Utility Easement" shown on the plat of Sun Crest 1st Addition, located running along the east boundary of Sun Crest 1st Addition and connecting at the south with Ridge Crest Drive. The property which is benefitted by the easement and to which the easement is appurtenant is the Kinnikinnik Property. The parties agree that the Association may restrict the use of the easement to underground utilities and emergency access and may place such breakaway gates or other impediments in the easement way to assure that the easement is not used for ordinary, day-to-day access. The easement is not intended to be an exclusive easement, and the owners of the easement way may use the easement way in any manner which is not inconsistent with the easement for underground utilities and emergency access. Sun Crest and/or the owners of Lots 5 and 6 of Sun Crest 1st Addition may maintain the easement way in any manner they so desire, provided that such maintenance shall not interfere with the use of the easement way for underground utilities and emergency access. The cost of such maintenance shall be the responsibility of Sun Crest and/or the owners of Lots 5 and 6 of Sun Crest 1st Addition. The easement was excepted in the deeds to the owners of Lots 5 and 6 of Sun Crest 1st Addition. The provisions of this paragraph shall be deemed to amend and supplement the exception. Additionally, the parties do hereby grant to Kinnikinnik and its successors and assigns an emergency access easement along the roads shown in the plat of Sun Crest and Sun Crest 1st Addition, to be used in connection with the 30-foot emergency access and utility easement described in this paragraph, above.

8. Water Tank. There is a water tank and associated piping located on the Kinnikinnik Property as shown approximately on Exhibit "B" attached hereto. The water tank and piping was formerly part of the water system for the Sun Crest Subdivision. The Sun Crest Subdivision has now been connected to the City of Whitefish Water System, and the tank and related piping shown on Exhibit "B" are no longer needed to provide water to the Sun Crest Subdivision. The parties acknowledge that the owners of the Kinnikinnik Property also own the water tank and associated piping, and the Association disclaims any interest in the water tank or piping. Effective immediately, all responsibility for maintaining the water tank in a safe and proper manner shall be undertaken by the owners of the Kinnikinnik Property and their successors and assigns, and the Association shall have no further responsibility or liability therefore.

9411512470

9. Murdock Lane. The parties agree and acknowledge that the entire 60-foot Murdock Lane is a public, county road.

10. Ditch. There is a ditch which runs from the Kinnikinnik Property to the Sun Crest Property as shown approximately on Exhibit "C" attached hereto. The ditch collects water for a pond located in the Sun Crest Subdivision. The parties do hereby acknowledge that the use of the ditch by Sun Crest has been permissive only, and has not resulted in any easement or other permanent legal rights, and any and all such rights are hereby terminated.

11. Appurtenant. The terms and provisions of this agreement shall be binding on the parties and their respective successors and assigns. The easements provided herein shall run with the land and be appurtenant to the parcels described herein.

DATED this 28 day of November, 1993.

Beddome and Hyer:

John M. Beddome
John M. Beddome

Donald E. Hyer
Donald E. Hyer

Suncrest Partnership, a partnership

By: John M. Beddome
John M. Beddome, Partner

By: Donald E. Hyer
Donald E. Hyer, Partner

Askew and Elliott:

W. Turner Askew
Gary R. Elliott
W. Turner Askew
Gary R. Elliott

A & E Partners, a partnership

By: Inter Alia, Inc.,
a Montana corporation

By: Gary R. Elliott
Its: Pres.

By: Hot Dogs and Cool Cats, Inc.,
a Tennessee corporation

By: _____
Its: _____

Kinnikinnik:

Greg Bryan
Kinnikinnik, a partnership
By: Greg Bryan
Greg Bryan, Partner

By: Donald E. Hyer
Donald E. Hyer, Partner

9. Murdock Lane. The parties agree and acknowledge that the entire 60-foot Murdock Lane is a public, county road.

10. Ditch. There is a ditch which runs from the Kinnikinnik Property to the Sun Crest Property as shown approximately on Exhibit "C" attached hereto. The ditch collects water for a pond located in the Sun Crest Subdivision. The parties do hereby acknowledge that the use of the ditch by Sun Crest has been permissive only, and has not resulted in any easement or other permanent legal rights, and any and all such rights are hereby terminated.

11. Appurtenant. The terms and provisions of this agreement shall be binding on the parties and their respective successors and assigns. The easements provided herein shall run with the land and be appurtenant to the parcels described herein.

DATED this 28 day of November, 1993.

Beddome and Hyer:

John M. Beddome
John M. Beddome

Donald E. Hyer

Suncrest Partnership, a partnership

By: John M. Beddome
John M. Beddome, Partner

By: Donald E. Hyer
Donald E. Hyer, Partner

Askew and Elliott:

W. Turner Askew
W. Turner Askew

Gary R. Elliott

A & E Partners, a partnership

By: Inter Alia, Inc.,
a Montana corporation

By: _____
Its: _____

By: Hot Dogs and Cool Cats, Inc.,
a Tennessee corporation

By: W. Turner Askew
Its: Chairman of Board

Kinnikinnik:

Kinnikinnik, a partnership

By: _____
Greg Bryan, Partner

By: _____
Donald E. Hyer, Partner

94115/2470

Association: Sun Crest Homeowners Association,
a Montana non-profit corporation

By: [Signature]
Its: PRESIDENT

Owners of Lots 5
and 6 of Sun Crest
1st Addition:

[Signature]
Robert B. Kohlmeier

[Signature]
Janice M. Kohlmeier

[Signature]
Jerry J. James

[Signature]
Sharon L. James

STATE OF MONTANA)
: ss.
County of Flathead)

On this 28 day of November, 1992, before me the undersigned, a Notary Public for the State aforesaid, personally appeared ~~JOHN M. BEDDOME AND DONALD E. HYER~~, individually and known to me to be partners of SUNCREST PARTNERSHIP, the partnership which executed the foregoing instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Beverly E. Elliott
Notary Public for the State of Montana
Residing at 6 N. 1st St., Montana
My commission expires 12-31-94

STATE OF MONTANA)
: ss.
County of Flathead)

On this 28 day of November, 1992, before me the undersigned, a Notary Public for the State aforesaid, personally appeared ~~W. TURNER ASKEW AND GARY R. ELLIOTT~~, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Beverly E. Elliott
Notary Public for the State of Montana
Residing at 6 N. 1st St., Montana
My commission expires 12-31-94

94115 12470

STATE OF MONTANA)
 : ss.
County of Flathead)

On this _____ day of _____, 199____, before me the undersigned, a Notary Public for the State aforesaid, personally appeared JOHN M. BEDDOME AND ~~DONALD E. HYER~~, individually and known to me to be partners of SUNCREST PARTNERSHIP, the partnership which executed the foregoing instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
Residing at _____, Montana
My commission expires _____

~~STATE OF MONTANA~~
TENNESSEE
 : ss.
County of ~~Flathead~~)

On this 30th day of November, 1993, before me the undersigned, a Notary Public for the State aforesaid, personally appeared W. TURNER ASKEW AND ~~GARY R. ELLIOTT~~, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Pat B. Nancy
Notary Public for the State of ~~Montana~~ *Tennessee*
Residing at Memphis, ~~Montana~~ *Tennessee*
My commission expires _____

-4-B-

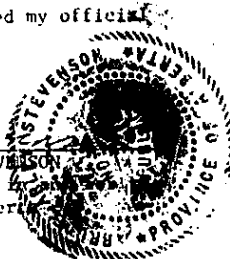
CANADA
PROVINCE OF ALBERTA

On this 16th day of December, 1993, before me, the undersigned, a Notary Public in and for the Province of Alberta, personally appeared John Beddome, individually and as a partner of Suncrest, a Partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, both individually and on behalf of said partnership.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

BRUCE A. STEVENSON
Barrister & Solicitor
A Notary Public for the Province of Alberta
My Commission Expires at the pleasure of
the Lieutenant Governor in Council

Bruce A. Stevenson
BRUCE ARLEY STEVENSON
A Notary Public
Province of Alberta



94115 12470

STATE OF MONTANA)
: ss.
County of Flathead)

On this 28 day of November, 1993, before me the undersigned, a Notary Public for the State aforesaid, personally appeared Gary R. Elliott, known to me to be the President of Inter Alia, Inc., a partner of A & E Partners, the partnership which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Bryan A. Elliott
Notary Public for the State of Montana
Residing at 1214 1/2 St., Montana
My commission expires 12/31/94

STATE OF TENNESSEE)
: ss.
County of Shelby)

On this day of , 199 , before me the undersigned, a Notary Public for the State aforesaid, personally appeared W. Turner Askew, known to me to be the President of Hot Dogs and Cocl Cats, Inc., a partner of A & E Partners, the partnership which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Bryan A. Elliott
Notary Public for the State of Tennessee
Residing at Memphis, Tennessee
My commission expires

STATE OF MONTANA)
: ss.
County of Flathead)

On this 28 day of November, 1993, before me the undersigned, a Notary Public for the State aforesaid, personally appeared GREG BRYAN and DONALD E. HYER, known to me to be partners of KINNIKINNIK, the partnership which executed the foregoing instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Bryan A. Elliott
Notary Public for the State of Montana
Residing at 1214 1/2 St., Montana
My commission expires 12/31/94

STATE OF MONTANA)
 : ss.
 County of Flathead)

On this ____ day of _____, 199__, before me the undersigned, a Notary Public for the State aforesaid, personally appeared Gary R. Elliott, known to me to be the President of Inter Alia, Inc., a partner of A & E Partners, the partnership which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
 Residing at _____, Montana
 My commission expires _____

STATE OF TENNESSEE)
 : ss.
 County of Shelby)

On this 30th day of November, 1993, before me the undersigned, a Notary Public for the State aforesaid, personally appeared W. Turner Askew, known to me to be the President of Hot Dogs and Cool Cats, Inc., a partner of A & E Partners, the partnership which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Pat B. Harty

Notary Public for the State of Tennessee
 Residing at Memphis, Tennessee
 My commission expires _____



STATE OF MONTANA)
 : ss.
 County of Flathead)

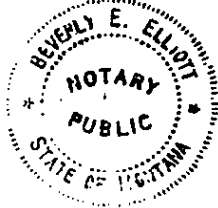
On this ____ day of _____, 199__, before me the undersigned, a Notary Public for the State aforesaid, personally appeared GREG BRYAN and DONALD E. HYER, known to me to be partners of KINNIKINNIEK, the partnership which executed the foregoing instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
 Residing at _____, Montana
 My commission expires _____

State of Montana
~~DOMINION OF CANADA)~~
 County of Flathead : ss.
~~Province of Alberta)~~

On the 28 day of November, 1993, before me, personally appeared D. K. M. L., known to me to be the President of SUN CREST HOMEOWNERS ASSOCIATION, the company that executed the within instrument, and acknowledged to me that he has read the same, understands the contents thereof, and that he voluntarily executed the same on behalf of such company.



Beverly E. Elliott
 Notary Public or Commissioner of Courts
 for the ~~Province of Alberta~~ State of Montana
 Residing at Helena
 My Commission expires 12-1-94

STATE OF MONTANA :
 : ss
 County of Flathead)

On this 28 day of November, 1993, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared ROBERT B. KOHLMAYER and JANICE M. KOHLMAYER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.



Christine Shores
 Notary Public for the State of Montana
 Residing at Helena, Montana
 My commission expires 6-25-94

STATE OF MONTANA)
 : ss
 County of Flathead)

On this 28 day of November, 1993, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared JERRY J. JAMES AND SHARON L. JAMES, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.



Christine Shores
 Notary Public for the State of Montana
 Residing at Helena, Montana
 My commission expires 6-25-94

EXHIBIT "A"

Purpose of Survey: To establish the perimeter boundary of a multiple ownership tract:

A tract of land, situated, lying, and being in the North Half of the Northwest Quarter of Section 24, in the Southwest Quarter, the West Half of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter and the South Half of the Northwest Quarter of Section 13 and in the Southeast Quarter of the Northeast Quarter of Section 14, Township 11 North, Range 22 West, P.M.M., Flathead County, Montana, and more particularly described as follows to wit:

BECKINING at the southwest corner of Section 13, Township 11 North Range 22 West, P.M.M., Flathead County, Montana, which is a found brass cap; Thence N00°14'46"W and along the west boundary of the Southwest Quarter of said Section 13 a distance of 2635.76 feet to a found brass cap and the northwest corner thereof; Thence N00°12'01"W and along the west boundary of the Southwest Quarter of the Northwest Quarter of said Section 13 a distance of 818.02 feet to a found iron pin which is on the southerly Right of way of a 60 foot private road and utility easement, said point being on a 543.07 foot radius curve, concave southwesterly (radial bearing S16°03'12"W); Thence northwesterly along said curve through a central angle of 16°03'13" an arc length of 152.16 feet to a set iron pin; Thence S89°59'59"W 151.57 feet to a set iron pin and the P.C. of a 262.70 foot radius curve, concave northeasterly, having a central angle of 28°54'54"; Thence along an arc length of 122.57 feet to a set iron pin and the P.R.C. of a 102.81 foot radius reverse curve, concave southwesterly (radial bearing S28°54'53"W); Thence northwesterly through a central angle of 12°31'57" an arc length of 83.74 feet to a set iron pin and the P.C.C. of a 25.00 foot radius compound curve, concave southeasterly (radial bearing S16°22'56"W); Thence northwesterly and southwesterly along said curve through a central angle of 94°00'22" an arc length of 41.01 feet to a set iron pin; Thence N12°22'34"E 85.87 feet to a set iron pin on a 442.81 foot radius curve, concave southwesterly (radial bearing S12°22'34"W); Thence southeasterly along said curve through a central angle of 16°32'19" an arc length of 127.83 feet to a set iron pin and the P.R.C. of a 202.70 foot radius reverse curve, concave northeasterly (radial bearing N28°54'53"E); Thence southeasterly along said curve through a central angle of 28°54'54" an arc length of 102.29 feet to a set iron pin; Thence N89°59'59"E 151.57 feet to a set iron pin and the P.C. of a 603.07 foot radius curve, concave southwesterly, having a central angle of 14°23'54"; Thence along an arc length of 151.55 feet to a set iron pin on the west boundary of said SW1/4NW1/4 of said Section 13; Thence N00°12'01"W and along said west boundary 418.40 feet to a found iron pin and the northwest corner thereof; Thence S89°17'14"E and along the north boundary of said SW1/4NW1/4 a distance of 1313.75 feet to a found iron pin and the northeast corner thereof; Thence S89°40'04"E and along the north boundary of the Southeast Quarter of the Northwest Quarter a distance of 1113.22 feet to a found iron pin; Thence S89°34'07"E and along the north boundary of the Southwest Quarter of the Northeast Quarter of said Section 13 a distance of 1125.45 feet to a found iron pin and

(CONTINUED NEXT P.)

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EXHIBIT "A"
(CONTINUED)

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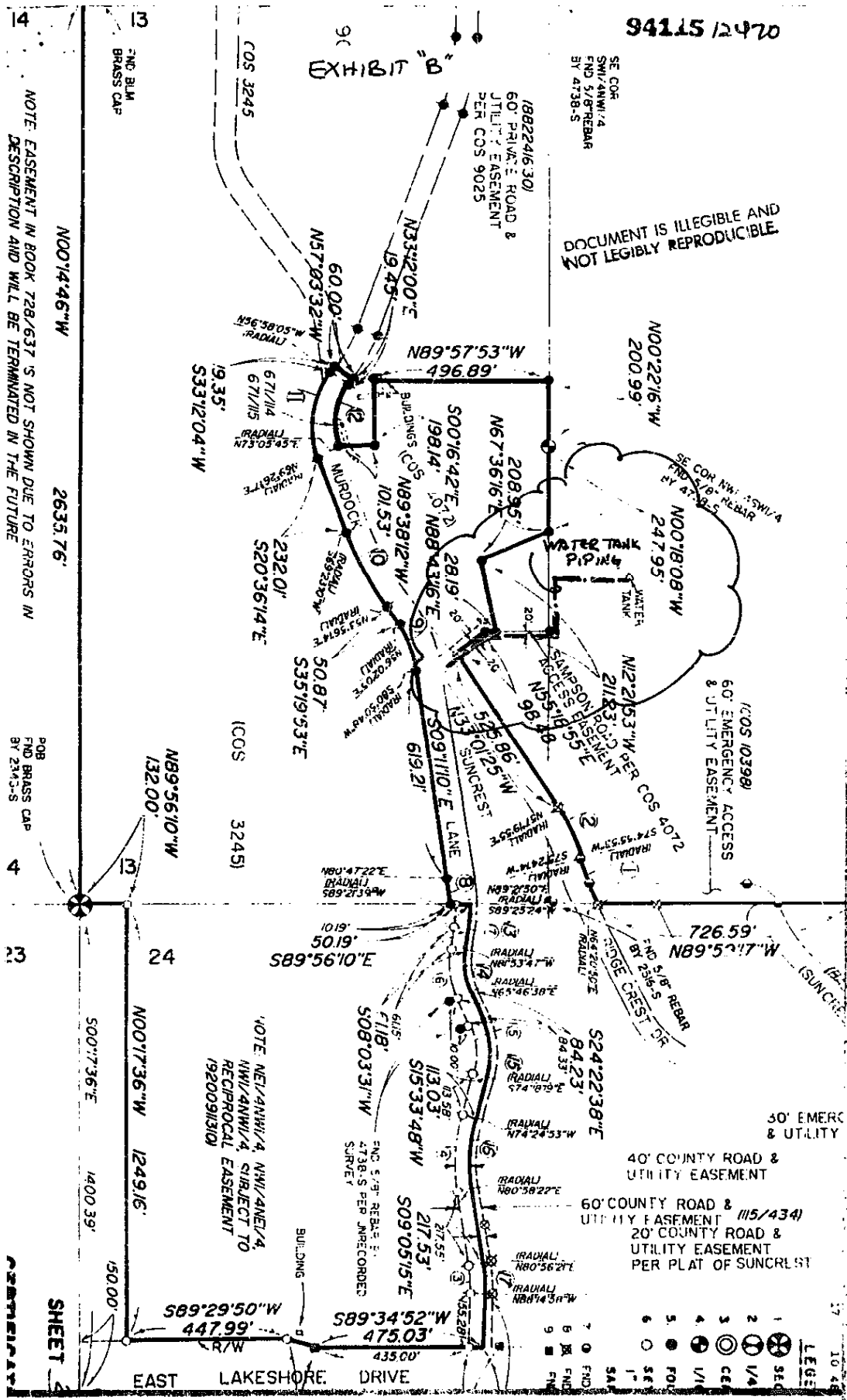
the northeast corner of said SW1/4NE1/4 of Section 13: Thence S00°19'56"E and along the east boundary of said SW1/4NE1/4 a distance of 1320.38 feet to the northeast corner of the West Half of the Southeast Quarter of said Section 13: Thence along the east boundary of said W1/2SE1/4 S00°19'27"E 7602.04 feet to a found iron pin and the southeast corner thereof: Thence S54°10'56"W and along the south boundary of said W1/2SE1/4 a distance of 1117.81 feet to a found brass cap: Thence S00°12'18"E and along the east boundary of the Northwest Quarter of Section 24, Township 31 North, Range 22 West, P.M.M., Flathead County Montana a distance of 491.18 feet to a found iron pin: Thence N42°50'00"W and along the northeast boundary of Suncrest First Addition (records of Flathead County, Montana) a distance of 673.16 feet to a found iron pin on the north boundary of said Section 24: Thence N89°59'17"W and along said north boundary a distance of 726.59 feet to a found iron pin on a 764.19 foot radius curve, concave northeasterly, (radial bearing N64°20'50"E): Thence northwesterly along said curve through a central angle of 10°35'03" an arc length of 141.17 feet to the P.R.C. of a 518.10 foot radius reverse curve, concave southwesterly, (radial bearing S75°24'14"W): Thence northwesterly along said curve through a central angle of 18°04'19" an arc length of 163.42 feet: Thence N31°01'25"W 525.86 feet to a found iron pin: Thence N88°41'16"E 28.19 feet to a found iron pin: Thence N12°21'51"W 211.23 feet to a found iron pin: Thence N67°16'16"E 208.95 feet to a found iron pin on the east boundary of the Southwest Quarter of said Section 13: Thence N00°18'08"W and along the said east boundary a distance of 237.95 feet to a found iron pin and the northeast corner thereof: Thence N00°22'16"W and along the east boundary of the Northwest Quarter of the Southwest Quarter of said Section 13 a distance of 200.99 feet to a found iron pin: Thence N89°57'53"W 496.89 feet to a found iron pin: Thence S00°16'42"E 198.14 feet to a found iron pin on the easterly right of way of Murdock Lane which is on a 216.85 foot radius curve, concave easterly, (radial bearing N73°05'45"E): Thence northwesterly and northeasterly along said R/W and along said curve through a central angle of 49°56'10" an arc length of 189.00 feet to a found iron pin: Thence N11°12'00"E 19.45 feet to a found iron pin: Thence leaving said east R/W of said Murdock Lane: Thence found iron pin on the westerly R/W of said Murdock Lane: Thence along said westerly R/W S31°12'04"W 19.35 feet to the P.C. of a 276.85 foot radius curve, concave southeasterly, (radial bearing S56°58'05"E): Thence southwesterly and southeasterly along said curve through a central angle of 51°35'18" an arc length of 258.96 feet: Thence S20°36'14"E 232.01 feet to the P.C. of a 895.00 foot radius curve concave northeasterly, (radial bearing N69°23'10"E): Thence southeasterly along said curve through a central angle of 15°26'57" an arc length of 241.32 feet: Thence S35°14'51"E 50.87 feet to the P.C. of a 345.00 foot radius curve, concave southwesterly, (radial bearing S56°02'05"W): Thence southeasterly along said curve through a central angle of 24°48'42" an arc length of 149.40 feet: Thence S09°11'10"E 619.21 feet to the P.C. of a 420.00 foot radius curve, concave southwesterly, radial bearing

S00°47'22"W): Thence southeasterly along said curve through a central angle of 08°34'17" an arc length of 62.81 feet to a found iron pin on the south boundary of the Southwest Quarter of the Southwest Quarter of said Section 13: Thence S89°56'10"E and along said south boundary a distance of 50.19 feet to a point which is the P.C. of a 470.00 foot radius curve, concave northwesterly, (radial bearing S89°25'24"W): Thence southeasterly and southwesterly along said curve through a central angle of 08°18'07" an arc length of 76.84 feet: Thence S08°01'11"W 61.18 feet to the P.C. of a 220.00 foot radius curve, concave northeasterly, (radial bearing S01°53'47"E): Thence southwesterly and southeasterly along said curve through a central angle of 32°19'35" an arc length of 124.12 feet: Thence S24°22'38"E 84.23 feet to the P.C. of a 250.00 foot radius curve, concave southwesterly: Thence southeasterly and southwesterly along said curve through a central angle of 40°04'20" an arc length of 174.85 feet: Thence S15°11'48"W 111.01 feet to the P.C. of a 480.00 foot radius curve, concave southwesterly (radial bearing S74°24'51"E): Thence southwesterly and southeasterly along said curve through a central angle of 24°36'45" an arc length of 206.19 feet: Thence S09°04'15"E 212.55 feet to the P.C. of a 420.00 foot radius curve, concave southwesterly (radial bearing S80°56'21"W): Thence southeasterly and southwesterly along said curve through a central angle of 10°48'41" an arc length of 88.69 feet: Thence S01°47'18"W 151.76 feet to a point on the northerly R/W of East Lakeshore Drive: Thence along said north R/W S89°34'52"W 475.03 feet to a found R/W monument: Thence N69°50'22"W 85.74 feet to a set iron pin: Thence N89°29'50"W 447.99 feet to a set iron pin: Thence leaving said R/W N00°17'16"W 1249.16 feet to a set iron pin on the north boundary of the Northwest Quarter of the Northwest Quarter of said Section 24: Thence N89°56'10"W and along said north boundary a distance of 132.00 feet to the point of beginning and containing 176.459 ACRES: Subject to and together with all appurtenant easements of record.

94115/2470

EXHIBIT "B"

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NOTE: EASEMENT IN BOOK 728/637 IS NOT SHOWN DUE TO ERRORS IN DESCRIPTION AND WILL BE TERMINATED IN THE FUTURE

POB FND BRASS CAP BY 2343-S

23

SHEET 4

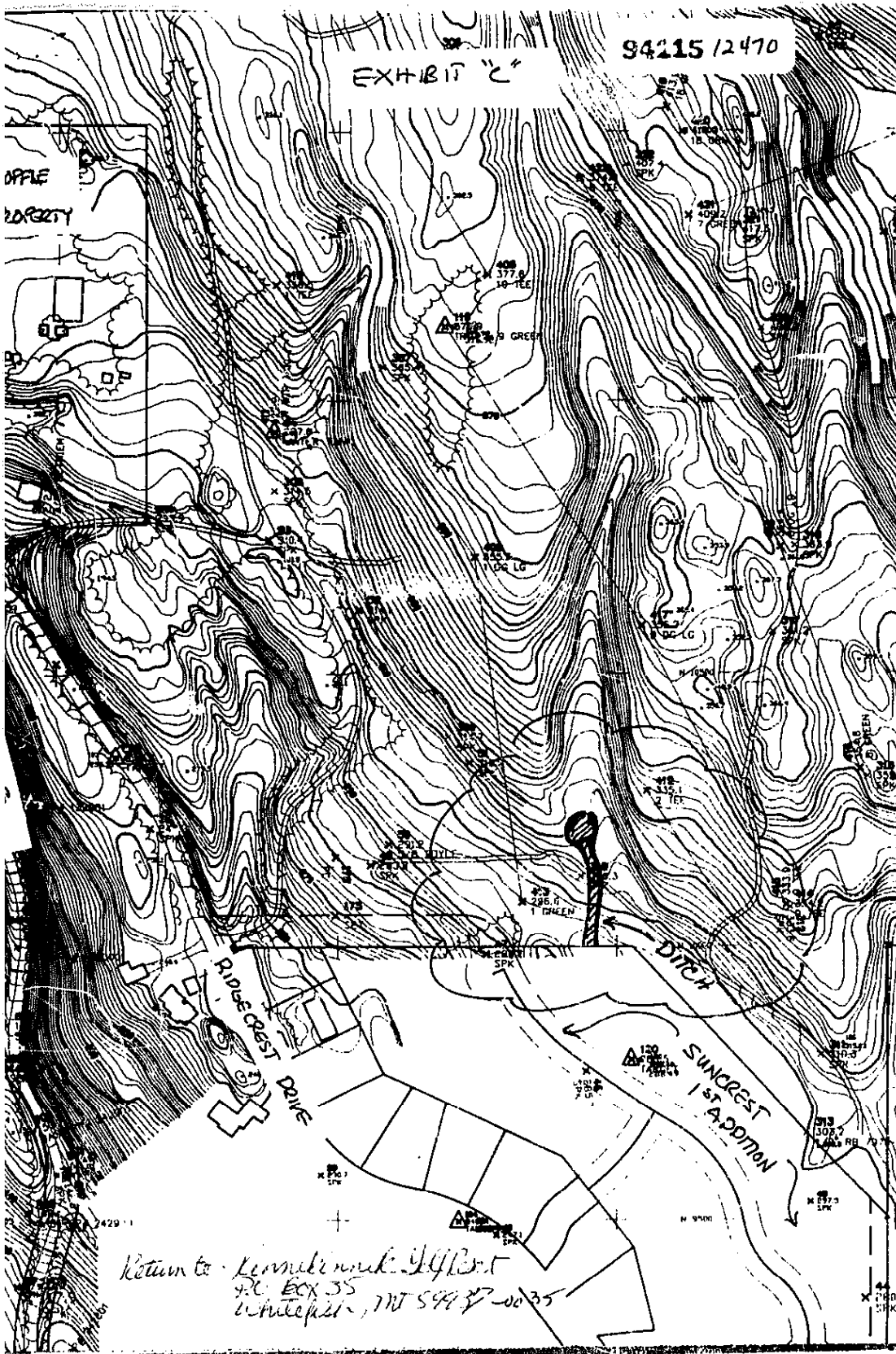
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LEGEND

94215 12470

EXHIBIT "C"

OFFICE
PROPERTY



STATE OF MONTANA }
County of Flathead }
Recorded at the request of _____
at _____ o'clock P.M. on the _____ day of _____
Fee \$ _____
RECEPTION NO. _____
RETURN TO _____

CLIC

25

APR 94 12:47

James W. Harnes
John J. Harnes

DOCUMENT IS ILLEGIBLE AND
NOT LEGIBLY REPRODUCIBLE.

2000067 12480

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS APPLICABLE TO SUN CREST**

STATE OF MONTANA)
) ss.
County of Flathead)

1. Randy Watkins, the undersigned President of the Sun Crest Homeowners Association, a Montana non-profit corporation, after being first duly sworn, make the following Declaration:

1. An Amendment to the *Declaration of Covenants, Conditions and Restrictions Applicable to Sun Crest*, which is fully stated within this document, has been formally approved by not less than 75% of the lot owners of the Sun Crest Subdivision. The Amendment has been approved in accordance with the requirements of Article X of the same *Declaration of Covenants*.

2. The Amendment was first introduced and approved at the annual meeting of the Sun Crest Homeowners Association held on July 31, 1999.

3. The text of the Amendment was mailed to all Sun Crest lot owners to be signed and returned if the individual lot owner approved of the Amendment.

4. A meeting of the Board of Directors was held on January 3, 2000. All board members were present, namely, Clem Dunnett, Bill Kelsay, Jerry James, Robert Scott, Peter Steele and Randy Watkins. The Board of Directors reviewed the number of returned signatures approving the Amendment and the Board of Directors certified that no less than 75% of the Sun Crest lot owners approved the Amendment.

5. The Board of Directors directed the undersigned President of the Sun Crest Homeowners Association, Randy Watkins, to execute and record this Declaration.

6. Written consent of the Amendment was received from the Whitefish City Council pursuant to the Article X requirement.

7. The signatures of the Sun Crest lot owners approving the Amendment, a written certification that more than 75% of the lot owners approved the Amendment, the minutes of the Board of Directors meeting held on January 3, 2000, and the written approval from the Whitefish City Council are all on file with the books of the Sun Crest Homeowners Association.

8. The following Amendment is hereby incorporated into the *Declaration of Covenants, Conditions and Restrictions Applicable to Sun Crest* dated March 1, 1979, and recorded in the records of the Clerk and Recorder of Flathead County, Montana, at

2000067 12480

Book 664, Page 438, and amended thereafter, which Amendment was recorded at Book 713, Page 30, records of Flathead County, Montana, and amended further on June 26, 1986, which Amendment was recorded as Document No. 8628810230, records of Flathead County, Montana, and amended further on August 1, 1991, which Amendment was recorded as Document No. 9123313420, records of Flathead County, Montana;

ARTICLE II, Section 2, Delegation of Use, which presently reads as follows:

An owner may delegate, in accordance with such rules and regulations as the Association may promulgate, his right of enjoyment of the Common Area and common facilities to the members of his family, and his tenants in possession.

shall be amended to read as follows:

Individual owners may delegate, in accordance with rules and regulations as the Association may promulgate, his/her right of enjoyment of the Common areas and Common facilities to the members of his/her tenants in possession. Ownership held in the name of an entity other than an individual may be required to designate an individual or family who will have the right to the use of the Common area and facilities. Such entity may designate only one person or family, who must be an officer or director of the entity, to be the designated user. Changes in such designation may be permitted in the absolute discretion of the Board of Directors. Others not designated as the user may only use the Common facilities as a guest, subject to the By-Laws and Covenants.

DATED this 6 day of MARCH, 2000.

By: Randy Wutkins
Randy Wutkins
President
Sun Crest Homeowners Association

ATTEST:

Robert Scott
Robert Scott
Secretary/ Treasurer
Sun Crest Homeowners Association

2000067 12480

STATE OF MONTANA)
) ss.
County of Flathead)

On this 6th day of March, 2000, before me, a Notary Public for the State of Montana, personally appeared Randy Watkins and Robert Scott, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Rene Melini
Notary Public for the State of Montana
Residing at Whitefish
My Commission expires: 1-6-03

2000067 12480

STATE OF MONTANA)
County of Flathead) = P. Steels
Recorded at the request of _____
this 7 day of March 2000 at 12:48 o'clock P.
and recording in the records of Flathead County, State of Montana.
Sub. S. 1800 Pg. 1 Steven W. Haverfield
Flathead County Clerk and Recorder
Deputy

Peter Steels
1975 Ledgerbelt dr
Whitefish MT 59937

| | |
|----------|----------|
| INDEXED | <u>C</u> |
| COPIED | <u>5</u> |
| COMPARED | |

200411215450

Assr No.
[0677625]
[0970660]
[0677657]
[0677610]
[0677653]
[0677688]
[0520210]

Assr No.
[0006743]
[0677673]
[0677643]
[0677629]
[0677654]
[0970673]

**AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
APPLICABLE TO SUN CREST**

S

STATE OF MONTANA)

Assr No.
[0970670]
[0677646]
[0970244]
[0970257]
[0827790]
[0970672]
[0970674]

County of Flathead)

: ss.

I, Rodger Hankins, the undersigned President of the Sun Crest Homeowners Association, a Montana non-profit corporation, after being first duly sworn, make the following Declaration:

Assr No.
[0677664]
[0968197]
[0677659]
[0970244]
[0969906]
[0677676]
[0934800]
[0677636]
[0677639]
[0206445]
[0677656]
[0677670]
[0677674]
[0677632]
[0970669]

1. The Sun Crest Homeowners Association recently discovered four discrepancies between the *DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO SUN CREST* ("Covenants") and subsequent Amendments which are recorded with Flathead County and a copy of the Covenants which was distributed to lot and unit owners.

2. The front page of the Covenants which was distributed to lot and unit owners contained the following statement: (includes changes and amendments approved by Owner's Association through 09/01/91).

3. The copy of the Covenants which was widely distributed to owners has been used and relied on by people for the past several years. It contains amendments which were properly approved and recorded but it also contains four amendments which, although approved by an appropriate majority of owners, were never recorded.

Assr No.
[0971975]
[0677662]
[0677650]
[0970157]
[0969956]
[0677627]
[0189032]
[0677635]
[0677638]
[0677644]
[0677655]
[0677659]
[0677672]
[0052478]
[0600240]

4. Minutes, which are on file with the books of the Sun Crest Homeowners Association, of the annual meeting, held on July 31, 1982, stated that three changes to the Covenants were unanimously approved by 78% of the lot and/or unit owners. The three amendments included (1) a name change of the Association from "Sun Crest Maintenance Association" to "Sun Crest Homeowners Association," (2) the allowance of only single-family or duplex structures even though the Whitefish zoning regulations may permit additional density and (3) a change of the building height restriction from 25 feet to 35 feet as allowed by Whitefish zoning regulations.

5. A letter dated November 9, 1983, which is on file with the books of the Sun Crest Homeowners Association, from Sun Crest to the City of Whitefish, stated that the three amendments referred to above were approved by more than 75% of Sun Crest owners.

6. Ballots, which are on file with the books of the Sun Crest Homeowners Association, approving a fourth amendment, which allows town homes in Sun Crest, were completed and signed by more than 75% of Sun Crest owners in 1987 and 1988.

Assr No.
[0980158]
[0677663]
[0677661]
[0570156]
[0970287]
[0677642]
[0677675]
[0677624]
[0677637]
[0677640]
[0677645]
[0677656]
[0677671]
[0677628]
[0677626]

7. A meeting of the Sun Crest Board of Directors was held on the 30th day of March, 2004. The meeting was held for the purpose of certifying that no less than 75% of the lot owners had approved four Amendments pursuant to Article X of the Covenants. A quorum of board members were present, namely, Rodger Hankins, , Bruce Aronson, Richard Thomas, and Peter Steele. After reviewing the minutes, letter, and ballots referred to above, the Board of Directors certified that no less than 75% of the Sun Crest lot owners had approved all four Amendments to the Covenants which are referred to above and are fully stated at the end of this document.

8. The Board of Directors directed the undersigned President of the Sun Crest Homeowners Association, Rodger Hankins, to execute and record these Amendments after receiving written consent from the City of Whitefish.

9. The following Amendments are hereby incorporated into the *Declaration of Covenants, Conditions and Restrictions Applicable to Sun Crest* dated March 1, 1979, and recorded in the records of the Clerk and

200411215450

Recorder of Flathead County, Montana, at Book 664, Page 438, and amended thereafter on March 9, 1981, which Amendment was recorded at Book 713, Page 30, records of Flathead County, Montana, and amended further on June 26, 1986, which Amendment was recorded as Document No. 8628810230, records of Flathead County, Montana, and amended further on August 1, 1991, which Amendment was recorded as Document No. 9123313420, records of Flathead County, Montana, and amended further on March 6, 2000, which Amendment was recorded as Document No. 200006712480, records of Flathead County, Montana:

ARTICLE I, DEFINITIONS, Section 1., which presently reads as follows:

"Association" means the Sun Crest Maintenance Association, a Montana Non-Profit Corporation.

shall be amended to read as follows:

"Association" means the Sun Crest Homeowners Association, a Montana Non-Profit Corporation.

ARTICLE VII, LAND USE RESTRICTIONS, Section 1., which presently reads as follows:

Use of each lot within the Subdivision shall be in accord with the zoning ordinances of the City of Whitefish, Montana.

shall be amended to read as follows:

Use of each lot within the Subdivision shall be in accord with the zoning ordinances of the City of Whitefish, Montana. Residences constructed in Phase I shall be restricted to single-family homes or duplex structures even though current or future zoning ordinances by the City of Whitefish may permit a greater density.

ARTICLE VIII, BUILDING RESTRICTIONS, Section 5., which presently reads as follows:

No building constructed hereunder shall exceed 25 feet in height measured from the original grade unless the Board of Directors or the Architectural Control Committee designated by it grants written permission that this height is exceeded. Such permission may be granted if the Board or Committee is satisfied that no unreasonable interference with the view from neighboring lots will result therefrom.

shall be amended to read as follows:

No building constructed hereunder shall exceed 35 feet height as measured and calculated within the terms of the Whitefish Zoning Ordinance.

ARTICLE VII, LAND USE RESTRICTIONS, Section 7., which presently reads as follows:

No Platted Residential Lots or Units or Multi-family lots shall ever be subdivided.

shall be amended to read as follows:

No platted residential lot or lots shall ever be subdivided except that dwellings with common party walls may be constructed and/or conveyed on sublots and separately conveyed subject to compliance

200411215450

with the City of Whitefish zoning regulation and other applicable subdivision regulations. In no event and at no time shall the density of an original Platted Residential Lot be exceeded.

DATED this 20 day of April, 2004.

By: Rodger Hankins
Rodger Hankins
President
Sun Crest Homeowners Association

ATTEST:

Richard Thomas
Richard Thomas
Secretary/Treasurer
Sun Crest Homeowners Association

STATE OF MONTANA)
 : ss.
County of Flathead)

On this 20 day of April, 2004, before me, a Notary Public for the State of Montana, personally appeared Rodger Hankins and Richard Thomas, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Jean G. Carter
Notary Public for the State of Montana
Residing at Whitefish
My Commission expires: 4-20-08

STATE OF MONTANA (COUNTY OF FLATHEAD) ss.
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA, AT THE

REQUEST OF Peter Steele ON April 21, 2004
@ 3:45 o'clock PM CO PAID

3 RETURN Peter Steele CLERK AND RECORDER BY Theresa Johnson DEPUTY
1715 Ridgcrest Dr. DOCUMENT # 200411215450
Whitefish, MT 59937

①

return to: Jo Ann Dial
8 Ridgecrest Ct
Whitefish, MT 59932

CR Suncrest
SUNCREST HOMEOWNERS ASSOCIATION, WHITEFISH, MONTANA
Amendment to Suncrest Homeowners Association Bylaws
Original recorded Oct. 30, 1980 Book 705 page 86

ANNUAL MEETING DATE

WHEREAS, Article 3, Section 1 of the Bylaws provides for an annual membership meeting to be held on the third Saturday of July, and it is difficult to set the annual meeting within this time frame. Accordingly, the members desire to allow the Board to set the meeting date at a date between the last week in July and the end of August.

Article 3, Section 1 is hereby revised as follows:

"The regular annual meeting date shall be set for the upcoming year at the regular annual meeting at a date between the last week of July and the last week of August. The Board is given authority to thereafter adjust the date if necessary, provided that no less than 30 days of written notice is given as to any change of the date set at the prior annual meeting."

We, the undersigned, being all of the members of the Board of Directors of Suncrest Homeowners Association, Inc., do hereby certify that the foregoing Bylaw amendment was adopted at the August 5, 2006 meeting of the membership by 63 affirmative votes, representing 85% of the membership.

Richard Thomas, President
Richard Thomas, President

John D. Gibson, Vice President
John D. Gibson, Vice President

Carla M. Smith, Secretary/Treasurer
Carla M. Smith, Secretary/Treasurer

Nancy F. Askew, Board Member
Nancy F. Askew, Board Member

Jo Ann Dial, Board Member
Jo Ann Dial, Board Member

John Swietnicki, Board Member
John Swietnicki, Board Member



200900018734
Page: 1 of 3
Fees: \$33.00
6/29/2009 2:31 PM

SIGNED TUESDAY, JANUARY 13, 2009



Susan Nickerson
Notary Public For The State of Montana
Residing at Whitefish
My Commission Expires 07-08-2012

*See additional
assessor #'s on
Page 3*

0677665 0972219
0972980 0677633 0978257
0677641 0915585 0969906
0975218 0970156 0969908
0677635 0970157 0970286
0008947 0677630 0970287
0008192 0677643

STATE OF MONTANA)

County of Flathead)



Paula Robinson, Flathead County MT by 55

200900018734

Page: 2 of 3

Fees: \$33.00

6/29/2009 2:31 PM

On this 13th day of January, 2009, before me the undersigned, a Notary Public for the State aforesaid, personally appeared

Richard Thomas, John Gibson, CARLA Smith,

NANCY Askew, Jo Ann DIAL, John Swietnicki

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal the day and year first above written.



Susan Nickerson

Notary Public For The State of Montana

Residing at Whitefish

My Commission Expires 07-08-2012



200900018734

Page: 3 of 3

Fees: \$33.00

6/29/2009 2:31 PM

SUN CREST SUBDIVISION

Paula Robinson, Flathead County MT by SS

S 1/2, SW 1/4, SEC. 13, & NW 1/4, SEC. 24, T.31N, R.22W. P.M.M., FLATHEAD CO., MONTANA

SUN CREST 1st ADDITION

Amended Plat of Lots 44, 45, 46, 47, 48 & 49, SUN CREST SUBDIVISION

IN THE NE 1/4 NW 1/4 SEC. 24, T.31N., R.22W., P.M.M., FLATHEAD CO., MONTANA

0677637, 0505147, 0677660, 0677659, 0677662, 0677661
0677663, 0968197, 0971975, 0677664, 0979244, 0980358
0677668, 0677673, 0970674, 0970673, 0970669, 0677653
0677654, 0970672, 0677646, 0970668, 0677625, 0677675
0827780, 0006743, 0009472, 0934800, 0008522, 0677657
0677669, 0677670, 0677671, 0677672, 0677674, 0677676
0677642, 0677644, 0206445, 0677645, 0677655,
0677656, 0677658, 0677629, 0677634, 0677628
0677636, 0677638, 0677639, 0677640, 0185092
0502991, 0677632, 0677626, 0600260, 0677627
0052478

return to: Jo Ann Draf
8 Ridgeway Ct
Whitefish MT 59932

AMENDMENTS TO SUNCREST HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS (original document filed March 1, 1979) *Book 664/438 page*
SUNCREST HOMEOWNERS ASSOCIATION, WHITEFISH, MONTANA

Amendment to Article VII, Section 4b:

SIGNS

WHEREAS, Article VII, Section 4b of the CC&Rs provides for smaller than City of Whitefish sign limitations, the provision is hereby amended as follows:

(Original signage provision adopted by the membership at its annual meeting August 5, 2006 exceeded the signage size provision in the City of Whitefish ordinances. That original adopted reference is cited here for reference):

"(b) One sign of not more than 12 square feet advertising a Platted Residential lot or unit for sale or rent identifying construction or trade advertising, provided however, that the specific details as to the type, design and details of sign requested, shall be subject to the approval of the Architectural Control Committee, if the same is in operation, otherwise by the Board of Directors; said approval shall not be unreasonably withheld."

The foregoing proposed revision was adopted at the August 5, 2006 meeting of the membership by 63 affirmative votes, representing 85% of the membership.

WHEREAS, proposed change to Article VII, Section 4b was presented for approval to the Whitefish City Council, and deemed to exceed the Whitefish sign ordinance, the Board of Directors has revised the final amendment to be lawfully consistent with the City of Whitefish ordinance, which will read in the CC&Rs:

"(b) One sign on the owner's lot of not more than 6 square feet advertising a Platted Residential lot or unit for sale or rent, and one sign on the owner's lot of not more than 12 square feet identifying construction or trade advertising, provided however, that the specific details as to the type, design and details of sign requested shall be subject to the approval of the Architectural Control Committee, if the same is in operation, otherwise, by the Board of Directors; said approval shall not be unreasonably withheld."

TRAILERS



Paula Robinson, Flathead County MT by SS

200900018735

Page: 1 of 5

Fees: \$55.00

6/29/2009 2:31 PM

WHEREAS, Article VII, Section 10b of the CC&Rs provides for limitations on certain trailers, but needs to be expanded, said provision is to be amended as follows:

0008522, 067657, 067699, 067700, 067701, 067702, 067703, 067704, 067705, 067706, 067707, 067708, 067709, 067710, 067711, 067712, 067713, 067714, 067715, 067716, 067717, 067718, 067719, 067720, 067721, 067722, 067723, 067724, 067725, 067726, 067727, 067728, 067729, 067730, 067731, 067732, 067733, 067734, 067735, 067736, 067737, 067738, 067739, 067740, 067741, 067742, 067743, 067744, 067745, 067746, 067747, 067748, 067749, 067750, 067751, 067752, 067753, 067754, 067755, 067756, 067757, 067758, 067759, 067760, 067761, 067762, 067763, 067764, 067765, 067766, 067767, 067768, 067769, 067770, 067771, 067772, 067773, 067774, 067775, 067776, 067777, 067778, 067779, 067780, 067781, 067782, 067783, 067784, 067785, 067786, 067787, 067788, 067789, 067790, 067791, 067792, 067793, 067794, 067795, 067796, 067797, 067798, 067799, 067800, 067801, 067802, 067803, 067804, 067805, 067806, 067807, 067808, 067809, 067810, 067811, 067812, 067813, 067814, 067815, 067816, 067817, 067818, 067819, 067820, 067821, 067822, 067823, 067824, 067825, 067826, 067827, 067828, 067829, 067830, 067831, 067832, 067833, 067834, 067835, 067836, 067837, 067838, 067839, 067840, 067841, 067842, 067843, 067844, 067845, 067846, 067847, 067848, 067849, 067850, 067851, 067852, 067853, 067854, 067855, 067856, 067857, 067858, 067859, 067860, 067861, 067862, 067863, 067864, 067865, 067866, 067867, 067868, 067869, 067870, 067871, 067872, 067873, 067874, 067875, 067876, 067877, 067878, 067879, 067880, 067881, 067882, 067883, 067884, 067885, 067886, 067887, 067888, 067889, 067890, 067891, 067892, 067893, 067894, 067895, 067896, 067897, 067898, 067899, 067900, 067901, 067902, 067903, 067904, 067905, 067906, 067907, 067908, 067909, 067910, 067911, 067912, 067913, 067914, 067915, 067916, 067917, 067918, 067919, 067920, 067921, 067922, 067923, 067924, 067925, 067926, 067927, 067928, 067929, 067930, 067931, 067932, 067933, 067934, 067935, 067936, 067937, 067938, 067939, 067940, 067941, 067942, 067943, 067944, 067945, 067946, 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069072, 069073, 069074, 069075, 069076, 069077, 069078, 069079, 069080, 069081, 069082, 069083, 069084, 069085, 069086, 069087, 069088, 069089, 069090, 069091, 069092, 069093,

"B. Boat, utility, motorcycle, raft, ATV (four-wheeler) trailers and similar equipment, as well as boats, rafts, ATVs (four-wheelers) and related vehicles, toys and equipment, may be parked or stored on Platted Residential lots with the written permission of the Board of Directors or the Architectural Control Committee, provided the trailers or vehicles are screened from public view. The Board of Directors or the Architectural Control Committee shall determine what constitutes adequate screening and such determination shall be conclusive."

The foregoing proposed revision was adopted at the August 5, 2006 meeting of the membership by 63 affirmative votes, representing 85% of the membership.

FUEL TANKS

WHEREAS, Article VII, Section 12 of the CCRs provides for limitations on fuel tanks, but should provide for the use of propane tanks if adequately screened from view, said provision is amended as follows:

"12. No fuel tanks shall be maintained above ground on any Platted Residential Lot other than propane tanks which may be installed on Platted Residential lots with the written permission of the Board of Directors or the Architectural Control Committee, provided the tanks are screened from public view. The Board of Directors or the Architectural Control Committee shall determine what constitutes adequate screening, and such determination shall be conclusive."

The foregoing proposed revision was adopted at the August 5, 2006 meeting of the membership by 65 affirmative votes, representing 88% of the membership.

We, the undersigned, being all of the members of the Board of Directors of Suncrest Homeowners Association, Inc., do hereby certify that the foregoing Covenants, Conditions and Restrictions amendments were adopted at the August 5, 2006 meeting of the membership as indicated. We further certify that the signage provision adopted was modified to lawfully conform to the City of Whitefish sign ordinance.



Paula Robinson, Flathead County MT by SS

200900018735
Page: 2 of 5
Fees: \$55.00

6/29/2009 2:31 PM

Richard Thomas, President

Richard Thomas, President

John D. Gibson, Vice President

John D. Gibson, Vice President

Carla M. Smith, Secretary/Treasurer

Carla M. Smith, Secretary/Treasurer

Nancy F. Askew, Board Member

Nancy F. Askew, Board Member

Jo Ann Dial, Board Member

Jo Ann Dial, Board Member

John Swietnicki, Board Member

John Swietnicki, Board Member

SIGNED TUESDAY, JANUARY 13, 2009



Susan Nickerson

Notary Public For The State of Montana

Residing at Whitefish

My Commission Expires 07-08-2012



Paula Robinson, Flathead County MT by SS

200900018735
Page: 3 of 5
Fees: \$55.00
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STATE OF MONTANA)

County of Flathead)

On this 13th day of January, 2009, before me the undersigned, a Notary Public for the State aforesaid, personally appeared

Richard Thomas, John Gibson, Cella Smith, Nancy Aske,
Josana Diaz, John Swietnicki

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal the day and year first above written.



Susan Nickerson
Notary Public For The State of Montana
Residing at Whitefish
My Commission Expires 07-08-2012



Paula Robinson, Flathead County MT by SS

200900018735
Page: 4 of 5
Fees: \$55.00
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SUN CREST SUBDIVISION

S 1/2, SW 1/4, SEC. 13, & NW 1/4, SEC.24, T.31N, R.22W. P.M.M., FLATHEAD CO., MONTANA

SUN CREST 1st ADDITION

Amended Plat of Lots 44, 45, 46, 47, 48 & 49, SUN CREST SUBDIVISION

IN THE NE 1/4 NW 1/4 SEC. 24, T.31N., R.22W., P.M.M., FLATHEAD CO., MONTANA



Paula Robinson, Flathead County MT by SS

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Page: 5 of 5
Fees: \$55.00
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RETURN TO:
PETER STEELE
1975 RIDGECREST DR
WHITEFISH, MT 59937



Paula Robinson, Flathead County MT by JL

201200023385
Page: 1 of 2
Fees: \$24.00
10/10/2012 12:05 PM

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO SUNCREST**

I, Ross Doty, the undersigned President of the Suncrest Homeowners Association, a Montana non-profit corporation, make the following Declaration:

1. At the Suncrest Annual Meeting held on August 4, 2012, sixty-four lot owners, representing 84% of all of the lot owners of Suncrest subdivision, approved by ballot an amendment of the *Declaration Of Covenants, Conditions And Restrictions Applicable To Suncrest* which would prohibit the use of fireworks in the subdivision.
2. At a meeting of the Board of Directors of the Suncrest Homeowners Association, held on September 24, 2012, the Board certified that that no less than 75% of Suncrest lot owners approved the amendment.
3. The Whitefish City Council approved the amendment at a City Council meeting held on September 17, 2012 and the Suncrest Homeowners Association received written approval of the amendment from the City of Whitefish in a letter dated September 19, 2012.
4. The following amendment is hereby incorporated into the *Declaration of Covenants, Conditions and Restrictions Applicable to Suncrest*, dated March 1, 1979, and recorded in the records of the Clerk and Recorder of Flathead County, Montana, at Book 664, Page 438, and amended from time to time thereafter:

ARTICLE VII, LAND USE RESTRICTIONS, Section 8., which presently reads:

"The use of firearms or explosives is prohibited, except as required for construction work duly authorized by the Board of Directors or the Architectural Control Committee."

is amended to read:

"The use of firearms, fireworks, or explosives is prohibited except as explosives are required for construction work duly authorized by the Board of Directors or the Architectural Control Committee."

DATED this 5 day of October, 2012.

SUNCREST HOMEOWNERS ASSOCIATION

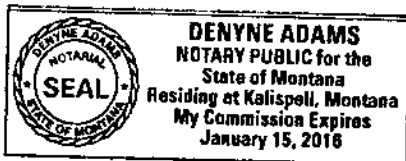
By: Ross C. Doty Ross Doty, President



STATE OF MONTANA)
 : SS.
County of Flathead)

On this 5th day of October, 2012, before me, a Notary Public for the State of Montana, personally appeared **Ross Doty**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Denyne Adams
Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

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